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TRANSCRIPT OF RECORD

(Pages 361 to 982)

Supreme Court of the United States

OCTOBER TERM, 1952

No. 53

AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, PETITIONER,

vs.

NATIONAL LABOR RELATIONS BOARD

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED MAY 6, 1952
CERTIORARI GRANTED OCTOBER 13, 1952

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BEFORE THE NATIONAL LABOR RELATIONS BOARD
NINTH REGION

In the Matter of:
International Typographical Union, and its Agents Woodruff Randolph, Larry Taylor, Elmer Brown, and Don Hurd
and
American Newspaper Publishers Association.
} Case No. 9-CB-5

Room 216, East Court Room,
Federal Building,
Indianapolis, Indiana.
Tuesday, December 9, 1947.

Pursuant to notice, the above-entitled matter came on for hearing at 10:00 a.m.

Before:
Mr. Arthur Leff,
Trial Examiner.

Appearances:

Mr. Allen Sinsheimer, Jr.,
Cincinnati, Ohio, appearing on behalf of the National Labor Relations Board.

Mr. Elisha Hanson,
729-15th Street, N. W., Washington 5, D. C., appearing on behalf of American Newspaper Publishers Association, the Petitioner.

Mr. Gerhard Van Arkel, of Van Arkel and Kaiser.
1830 Jefferson Place, Washington, D. C.,
and
Judge Clarence R. Martin,
404 Indiana Trust Building, Indianapolis, Indiana, appearing on behalf of the International Typographical Union, the Respondent.

[2] Mr. Thurman Arnold,
and
Mr. Norman Diamond,
1200-18th Street, N. W., Washington, D. C., appearing on behalf of Southern Newspaper Publishers Association, Intervenor.
Mr. Charles Edward Rhetts,
1435 K. Street, N. W., Washington, D. C. appearing on behalf of Inland Daily Press Association, Intervenor.

• • •

[7] • • • Mr. Sinsheimer: Yes. I'll ask the reporter to mark as Board's Exhibit 1-A for identification the charges against the labor organization or its agents, dated November 17, 1947.

(Thereupon the document above referred to was marked Board's Exhibit No. 1-A for identification.)

Mr. Sinsheimer: As Board's Exhibit 1-B for identification, notice of hearing dated November 21st, 1947, signed by Jack G. Evans, Regional Director.

(Thereupon the document above referred to was marked Board's Exhibit No. 1-B for identification.)

Mr. Sinsheimer: As Board's Exhibit 1-C for identification, complaint dated November 21st, 1947, signed Jack G. Evans, Regional Director.

(Thereupon the document above referred to was marked Board's Exhibit No. 1-C for identification.)

Mr. Sinsheimer: As Board's Exhibit 1-D for identification, affidavit of service of the charge, notice of hearing and complaint, to which are attached return receipts [8] indicating service upon the International Typographical Union, Woodruff Randolph, Larry Taylor, Elmer Brown, Don Hurd, and the American Newspaper Publishers Association. This document bears the date of November 21st, 1947.

(Thereupon the document above referred to was marked Board's Exhibit 1-D for identification.)

Mr. Sinsheimer: As Board's Exhibit 1-E for identification, special appearance of Respondent's International Typographical Union, bearing the date December 1, 1947, and at the top apparently received by the Board December 4th, 1947.

(Thereupon the document above referred to was marked Board's Exhibit 1-E for identification.)

Mr. Sinsheimer: As Board's Exhibit 1-F for identification, answer of the International Typographical Union, bearing date December 1, 1947.

(Thereupon the document above referred to was marked Board's Exhibit 1-F for identification.)

Mr. Sinsheimer: I'll now offer Board's Exhibits 1-A through 1-F in evidence.

Trial Examiner Leff: Has everybody seen them? There being no objection, Board's Exhibits 1-A to 1-F are hereby received.

(The documents heretofore marked Board's Exhibits 1-A through 1-F, inclusive, for identification, were received in evidence.)

[9] Mr. Sinsheimer: I have here a motion—two motions—to intervene, one filed by the Southern Newspaper Publishers Association and received by the Regional Office on December the 5th, 1947. This was filed by the Southern Newspaper Publishers Association by Mr. Thurman Arnold, its attorney.

The other motion to intervene was filed by the Inland Daily Press Association and received by the Regional Office on December the 8th, 1947. This was filed by the Inland Daily Press Association by its attorney, Mr. Gerard Reilly.

The Regional Director is referring these motions to the Trial Examiner for ruling.

Trial Examiner Leff: What number did you give that last one?

Mr. Sinsheimer: The first, the Southern Newspaper Publishers Association's motion, I'll ask the reporter to mark as Southern Publisher's Exhibit Number 1.

(Thereupon the document above referred to was marked Southern Exhibit No. 1 for identification.)

Trial Examiner Leff: You had said 1-G before.

Mr. Sinsheimer: I don't believe I had, Mr. Examiner. And with respect to the Inland Daily Press Association's motion, I'll ask the reporter to mark that as Inland Daily Press Association's Exhibit Number 1 for identification.

(Thereupon the document above referred to was marked Inland Exhibit No. 1 for identification.)

* * *

[13] * * * Trial Examiner Leff: You can readily determine that fact by inquiring of the representative of Inland.

Mr. Rhetts: At this point, so far as I know, there are no independent charges. But the fact is that the membership of the Inland Daily Press Association includes about 414, '15, newspapers, some of which are also members of the ANPA; and I can only state that to my knowledge there are no independent proceedings by individual members of the Association, but I can't give you the unqualified representation to that effect.

• • •

[21] • • • Mr. Arnold: We represent over two hundred newspapers who are negotiating or have been negotiating with the ITU and its local unions.

• • •

[23] • • • Mr. Rhetts: Our position is simply this, Mr. Examiner: We have some 414 newspapers who are members of the Inland Daily Press Association. Some of those newspapers are also members of the ANPA, some of them are not.

We have some fifty-four newspapers that now have contracts which either have expired or are about to. We have strikes in a number of our papers involving the issues which are the subject of this complaint.

Because of the fact that we have a partially over-lapping but partially undercovered group of papers we feel that it is appropriate to have the interest there involved brought into this proceeding and decided upon.

• • •

[32] • • • Mr. Hanson: Mr. Examiner, may I say a word on this because I represent the charging party and for a great many years have been familiar with the newspaper business?

Now, there are approximately between 1600 and 1700 daily newspapers in the United States of which slightly more than half are members of the American Newspaper Publishers Association. The American Newspaper Publishers Association filed these charges at Cincinnati in behalf of all newspapers in the United States because over a long period of years, certainly for more than a quarter of a century during my representation of it, that Association has always felt itself obligated to go to the assistance of any publisher, member or not of the Association, whose controversy involved a principle that affected all the newspapers.

Now, I can conceive of the interests of both the Southern and the Inland in this as the interests of those Associations in seeing that this case results in a proper determination of the rights of both parties under this new law. And those Associations, composed as they are of hundreds of newspapers, some of which are not members of the ANPA, naturally want to come in here and show their interests and have their interests protected.

• • •

[33] • • • I thoroughly believe that the decision in this case will dispose of all the issues raised under this complaint, but I think the evidence as it unfolds before you will show that there has been a continuing series of violations of the law with more violations in sight after this; and I think it utterly unreasonable for the attorney for the Union to insist that the parties who want to intervene here shall be bound to a commitment that they will not file charges on some later violations of the Act.

• • •

[44] Trial Examiner Leff:

• • •

There being nothing further, the motions for intervention, made respectively by Southern Newspaper Publishers Association and Inland Daily Press Association, are hereby granted.

• • •

[45] • • • I find that I failed to receive in evidence the motions to intervene, being Inland Exhibit 1 and Southern Exhibit 1. Those exhibits are hereby received in evidence.

(The documents heretofore marked Inland Exhibit 1 and Southern Exhibit 1 for identification were received in evidence.)

• • •

[55] • • • Mr. Sinsheimer: The Board has a motion which I will ask to be marked as Board's Exhibit 1-G for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 1-G for identification.)

Mr. Sinsheimer: This is a motion to amend the complaint in certain particulars. With respect to Paragraphs V and VI to amend it in such manner as to indicate that current violations as well as past violations are being

alleged. And with respect to the amendments to Paragraphs IX, X, XI, XII and also XIV, to make clear that the plural is intended, that all Respondents are charged. There was some ambiguity in respect to Paragraphs X, XI, XII and XIV in that they referred to Respondent.

At this time I make this motion to amend the complaint which is being marked as Board's Exhibit 1-7 for identification.

[56] Trial Examiner Leff: Is there any objection?

Mr. Van Arkel: No objection.

Trial Examiner Leff: There being no objection, the motion to amend by Mr. Sinsheimer is granted.

Let the motion, which has been marked as 1-G for identification, be received in evidence.

(The document heretofore marked Board's Exhibit 1-G for identification was received in evidence.)

Mr. Sinsheimer: Board's Exhibit 1-G.

Trial Examiner Leff: Board's Exhibit 1-G is hereby received.

• • •

Mr. Van Arkel: Yes. Mr. Examiner, I should like to move to dismiss certain provisions of the complaint now on the ground that they do not allege a violation of the Act. I should like to preface my motion with a few short remarks.

• • •

[57] • • • Now, I would first like to direct the Examiner's attention to page 3 of the complaint, Paragraph V, which, as the complaint later alleges, concerns itself with violations of Section 8(b)(2), which I think goes very vitally to the heart of this problem.

Section 8(b)(2), as it originally was adopted by the Senate Committee, read that it should be an unfair labor practice for a union to persuade or attempt to persuade an employer to discriminate and the like. That was changed in conference to its present language, "to cause or to attempt to [58] cause an employer to discrimate." And in commenting on this matter the conferees for the Senate said—I am reading from the Senate Report, Number 105, page 21—No, I'm very sorry. I don't readily put my hand on that, but I can supply it in a moment, Mr. Examiner.

The reason stated by the conferees for changing the language from "persuade or attempt to persuade" to

"cause or attempt to cause" was that the conferees were anxious to preserve the rights of free speech of all the parties and that the language "persuade or cause to persuade" might be taken to be an interference with free speech.

It's therefore clear that it is not a violation of this Section of the Law for a union to persuade or attempt to persuade an employer of anything. And since that goes to the root of my objections to all of this I thought it the way to state it preliminarily, Mr. Examiner.

Now, if I may come to subsection 1 of Paragraph V. without conceding that that does allege a violation of the statute, I can conceive factual circumstances under which it might and, therefore, my motion to dismiss does not extend to Paragraph 1.

However, Paragraph 2 I think comes squarely within the free speech protection that I've just cited. It speaks of "demanding or requesting clauses, phrases, or provisions in contracts or agreements" and the like "which cause or attempt [59] to cause employers to discriminate."

Now, if the actual effort to persuade an employer to discriminate against an employee, against a named existent employee, is not a violation of Section 8(b)(2), then a fortiori it seems to me an effort to induce an employer to include a provision in an agreement which might at some later time be used to discriminate against an employee cannot be said to be a violation of Section 8(b)(2).

Now, the remaining paragraphs of Paragraph V—

Trial Examiner Leff: What are the words "attempt to cause" intended to mean?

Mr. Van Arkel: What do the words "attempt to cause" mean?

Trial Examiner Leff: Yes.

Mr. Van Arkel: I think, Mr. Examiner, it's clear that the kind of conduct which the Congress had in mind was the attempt by strikes or other form of economic coercion to induce some improper discrimination against an identifiable named employee. In short I think it clear on the face of the statute, which speaks only of Section 8(3)(d), speaks only of an employee.

Trial Examiner Leff: Do you mean that the attempt must be manifested by conduct rather than by speech?

Mr. Van Arkel: Yes, emphatically I mean that.

Trial Examiner Leff: Suppose a union comes to an [60] employer and requests discharge of a certain person because he was not a member of that union and the employer did discharge him, wouldn't the union be jointly liable with the employer? Is that really free speech where you have a request to perform an act involved? When we talk about speech, don't we mean the expression of views or opinions and not direct requests that we want you to insert such and such a clause into a contract?

Mr. Van Arkel: Well, I think at the very least, Mr. Examiner, and I should mention Section 8(c) in this connection, at the very least, unless such a statement is coercive on its face, that is to say unless a union comes in and says, "We will strike the joint unless you fire so and so," then I think you might have a violation of Section 8(b)(2). But other conduct not going that far, it is quite clear I think from the legislative history of the statute, does not fall within the prohibition of Section 8(b) (2); and this change from the former language "persuade or attempt to persuade" to the language "cause or attempt to cause," which was done deliberately to protect the free speech rights of labor organizations, I think to be conclusive on the point taken in conjunction with Section 8(c).

Now, to continue, if I am correct, and I think there can be no doubt of the matter, that such activity by a union, that is, the kind of conduct alleged in Paragraph V-2, does not charge a violation of the Act, then the other sections [61] automatically follow, because each of the succeeding sections is merely an effort to go one step beyond what is alleged in Section V-2.

In Sections 3 and 4 they talk about "instructing, requiring, or directing subordinate unions * * * which cause or attempt to cause employers to discriminate." Section 4, "instructing, requiring, or directing subordinate unions * * * to demand or request the insertion of clauses, phrases, or provisions in contracts or agreements," which might cause employers to discriminate.

Paragraph 5, they go so far as to allege that the recommendation by the International Union that subordinate local unions impose or request clauses in contracts or agreements which might be used to discriminate are a violation of law.

Now, I suggest that certainly as to those there is at last a double free speech protection. It is not a violation for the local union to demand or request such clauses. It is not a violation of law for the International to suggest that to the local, and hence this section clearly does not state a cause of action under the Act.

• • •

[65] • • • Mr. Van Arkel: Now, I should like to talk about Paragraph V, subsection 7. Section 8(b)(2) makes it an unfair labor practice to cause or attempt to cause an employer to discriminate against an employee. Under this Act foremen are specifically excluded as employees, therefore, it seems that this allegation is not an allegation falling within Section 8(b)(2).

• • •

[66] • • • Mr. Van Arkel: Mr. Examiner, this is an allegation under Section 8(b)(2). 8(b)(2) makes it an unfair labor practice to cause or attempt to cause an employer to discriminate against an employee. Now, if a foreman is not an employee, as he is cleary not under the Act, how can it be said that there's any violation of 8(b)(2) in this kind of contract? It may violate other sections.

• • •

[67] • • • Trial Examiner Leff: The allegation says that it's all part of a scheme in substance. The Union comes to a newspaper and says—it does not say, "You enter into a closed shop." The Union says, "You hire only Union foremen," knowing full well at the time Union foremen will hire only Union rank and file employees. That apparently is the sense of the allegation. It seems to me as a matter of pleading to be good.

Motion denied.

Mr. Van Arkel: Well, I shall then go on to Paragraph VI, subsection 1, which alleges that this Union has, in violation of Section 8(b)(6), have caused or attempted to [68] cause employers to pay or deliver money or other things of value in the nature of an exaction for services which are not performed, or not to be performed, by insisting on, demanding, or requesting or causing subordinate local unions to insist on, demand or request contract provisions or clauses providing for payment for reproducing material or other materials which when so reproduced are not used or not to be used.

The only violation of Section 8(b)(6) is to demand pay for services not performed or not to be performed. On its face this allegation states that the Union is asking for payment for reproducing advertising material and, therefore, on its face shows that services are to be performed. Now, this is a highly technical matter, Mr. Examiner.

• • •

[70] • • • Trial Examiner Leff: I believe I shall want proof on this matter. Motion denied.

Mr. Van Arkel: To turn to Paragraph VII, Mr. Examiner, which is an allegation under Section 8(b)(1), this Union has violated the Act by insisting, demanding or requiring that the employers hire or employ only foremen who are members of Respondent Union.

I return again to Section (8(c) of the Act, which preserves to the Union, to all parties, the right to express such views, arguments or opinions as they may wish to. Further than that the employers are perfectly at liberty to [71] grant this request if they so desire; that is to say, since the foremen are not employees the employer is within his rights in requiring that all foremen be Union members; and if the employer is within his rights in granting such a request the Union is within its rights in making the request.

Now, if that be true if done by the International Union, it is obviously more true if done by a local union and there cannot be a violation in the effort of the International Union to cause its subordinate locals to ask that employers hire only Union foremen.

• • •

[72] • • • Trial Examiner Leff: I see. Well, it seems to me that it's a matter of proof here, too. It depends on what the proof would show.

Suppose the proof showed merely that the union was asking the employer to hire foremen and was not expecting those foremen to negotiate grievances on behalf of the employer? I might agree under such circumstances that there would be no violation.

• • •

Mr. Van Arkel: Well, with respect to Section VIII, which is really the one that will make this hearing the longest, we say two things:

First, that with respect to Section 8(c), the dissemination of views, arguments or opinions, and in our view

this allegation, in the absence of any force by the International Union to its local union, is protected under that Section. Second, that the Act throughout is careful not to interfere with the internal affairs of unions.

[73] Now, conceivably these allegations might allege a violation if engaged in by a local union. That does not mean that this conduct is also a violation if engaged in by the International Union.

* * *

[108] * * * Mr. Sinsheimer: I will ask the reporter to mark this motion to amend complaint as Board's Exhibit 1-M for identification.

(Thereupon, the document above referred to was marked Board's Exhibit 1-M for identification.)

Trial Examiner Leff: Is there any objection to that motion to amend?

Mr. Van Arkel: Yes, we object, Mr. Examiner, on the grounds which were previously covered, I believe, in our earlier motion to dismiss portions of the complaint.

We respectfully suggest to Your Honor that the allegation, even as amended, does not state a cause of action under the Labor-Management Relations Act.

I am not entirely certain of one thing, Mr. Sinsheimer. Do you allege what sections of the Act would be violated if these amendments were made as you have proposed?

Trial Examiner Leff: Paragraph VIII is apparently an 8(b)(1)(a) and Paragraph VI an 8(a)(6).

Mr. Van Arkel: So the first is a violation of Section 8(b) (1) (a), so if I can address myself briefly to [109] that, the proviso to Section 8(b)(1)(a) we feel protects a labor organization in its internal affairs, and therefore this does not on its face allege a violation of Section 8(b) (1) (a).

With respect to Paragraph 2 alleging a violation of 8(b)(6), that already indicates on its face that services were to be performed, and therefore we feel that neither Paragraph VI, as at present drawn, or with the addition of the amendment here, is sufficient to state a cause of action within the meaning of the National Labor Relations Act, and for that reason we object to the amendment.

* * *

[117] Mr. Sinsheimer: I don't believe the last exhibit was received in evidence. It was offered as Board's Exhibit 1-M, the further amendment to the complaint.

Trial Examiner Leff: If it was not received, it is received now.

(The document above referred to, previously marked Board's Exhibit 1-M for identification, was received in evidence.)

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[133] • • • Trial Examiner Leff: Do you have a bill of particulars, or a partial bill, Mr. Sinsheimer?

Mr. Sinsheimer: We have prepared a partial bill of particulars in accordance with the Trial Examiner's ruling, in which we set forth the matters called for with respect to the Chicago Newspaper Publishers Association. That includes whatever employers are members of that Association. I am pre- [134] pared to file that at this time. I have attached thereto two exhibits, one as Appendix A, as part of the document, and the other as Appendix B.

• • •

I am asking the reporter to mark as Board's Exhibit 1-T for identification this partial bill of particulars, and am handing the original to the Trial Examiner and copies to the parties, except for the documents that I have referred to.

(Thereupon, the document above referred to was marked Board's Exhibit 1-T for identification.)

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[145] • • • Trial Examiner Leff: The objections of the Respondents being overruled, Exhibit 1-T is received in evidence.

(The document above referred to, previously marked Board's Exhibit 1-T for identification, was received in evidence.)

• • •

[153] • • • I have one motion to further amend this complaint in one respect, and I am asking the reporter to mark as Board's Exhibit 1-U for identification a motion to further amend the complaint.

(Thereupon, the document above referred to was marked Board's Exhibit 1-U for identification.)

Trial Examiner Leff: Is there any objection to that motion?

Mr. Van Arkel: Well, yes, Mr. Examiner, I am beginning to think that it might be better just to take testimony and let the Board investigate as we go along and

issue its complaint after we finish taking the testimony, rather than before, in order that they make up their mind as to what kind of a case they want to put in.

I do object to this. I object to it for grounds which have been previously stated to you in connection with other paragraphs of the complaint. It does not charge a violation of the Act to state that the International, Respondent, has failed or refused to enter into or agree to any contract or agreement, unless the same be terminable upon sixty days' notice.

[154] I cite your Honor the St. Joseph Stockyards case, where the Board specifically ruled in one of its leading early cases that the contract of indefinite duration was a well-known device in the trade union field, and that it was merely legitimate as a matter of collective bargaining for parties to agree upon a cancellation clause of that kind. On its face it is obvious that it is not a violation of the statute to ask that a contract be terminable upon sixty days' notice.

• • •

[155] • • • Trial Examiner Leff: Yes, the motion is granted.

(The document heretofore marked Board's Exhibit 1-U for identification was received in evidence.)

• • •

[158] • • • GEORGE N. DALE was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Trial Examiner Leff) What is your full name?
A. George N. Dale.
Q. Where do you live?
A. I live in Chicago.
Q. What address?
A. Lake Shore Club.
Trial Examiner Leff: Proceed.
Q. (By Mr. Sinsheimer) Who are you employed by, Mr. Dale?
A. The American Newspaper Publishers Association.
Q. What is your present position with that organization?

A. Chairman of the Special Standing Committee on Labor Re- [159] lations.

Q. And how long have you been employed by that Association?

A. It will be six years in May.

Q. And in what capacity have you been employed during that period?

A. In the capacity as Chairman of the Committee, which operates the Chicago office of the Association, whose work is devoted exclusively to labor relations between ANPA member newspapers and their employees.

Q. Now, can you tell what the ANPA is?

A. It is a voluntary association of daily newspaper publishers, incorporated in New York State, as a membership association restricted to publishers of daily newspapers of general paid circulation.

Q. For what purposes does this organization exist?

A. The Special Standing Committee was created in 1901 solely for the purpose of promoting a better understanding between newspaper publishers who are members of the Association and their employees.

In conformity with that purpose the larger part of its activities is the dissemination of information and advice to publishers who belong to the Association, and entering into all arbitration proceedings in an effort to promote a mutual understanding between the parties.

Q. Approximately—or have you obtained information as to [160] the number of newspapers which are now members of the Association?

A. That information is disseminated by bulletins from the main office in New York, the last of which recites the fact there are 808 daily newspapers that are members of the Association representing approximately 90 per cent of the total daily circulation in the United States, the total daily circulation being approximately fifty-two million, and the ANPA circulation being approximately forty-seven million.

Q. As to the number of newspapers, approximately how many daily newspapers are there in the United States, to your knowledge?

A. The latest figure, I believe, of the total number of dailies is around 1,700. There were approximately 2,200 daily newspapers about ten years ago. The number has decreased to approximately 1,700 today.

Q. And you state that the total circulation of the newspapers of the country is about forty-seven million?

A. Forty-seven million is the ANPA member circulation; about fifty-two million total daily circulation.

• • • •

[161] • • • Mr. Sinsheimer: As Board's Exhibit 2-B for identification, a document which has on the back page the heading "American Newspaper Publishers Association, Inc." consisting of eight pages and bearing date on what appears as Page 5 of June 19, 1915.

(Thereupon, the document above referred to was marked Board's Exhibit 2-B for identification.)

• • •

[163] • • • Trial Examiner Leff: Board's Exhibit 2-B is admitted in evidence.

(The document heretofore marked Board's Exhibit 2-B for identification was received in evidence.)

Q. (By Mr. Sinsheimer) I believe you testified that the Special Standing Committee was originally organized about 1901?

A. Correct.

Q. Now, will you state what the purposes and the functions [164] of that Committee have been?

A. I think I have already stated generally that those functions have been to create a better understanding between publishers who are members of the Association and their employees, and that in furthering that purpose the specific functions have turned out to be the dissemination of information and advice to the membership, and close connection with all arbitration proceedings under the agreements between unions and newspaper publishers.

Q. Now, with what unions has the Committee made any agreements?

A. Soon after the creation of the Committee in 1901 International arbitration agreements were executed between the ANPA and the International Typographical Union; the International Printing Pressmen and Assistants Union; the International Stereotypers & Electrotypers Union; and the International Photoengravers Union.

Those agreements remained in effect until approximately 1920 or 1922, when they were not renewed with any of the unions, excepting the International Printing Pressmen & Assistants Union.

However, following the expiration of those other agreements with those other unions, arbitration proceedings were continued.

Q. Now, you had agreements, then, with several unions in the [165] form of arbitration agreements, is that right?

A. Correct.

Q. And subsequently you renewed the arbitration agreements with certain unions, but not with others?

A. They were renewed from time to time with all of the unions until approximately 1922.

Q. All right. Specifically what happened in 1922?

A. There was a disagreement between the ANPA and the other unions, excepting the Pressmen, as to exempting thir laws from arbitration. That was the principal issue on which there was a failure to renew the arbitration agreements with all of them.

Q. When you say "their laws", whose laws are you referring to?

A. The union laws of each of those unions.

Q. Now, what was the position of the ANPA with respect to arbitration of those laws?

A. The position of ANPA was that all issues that arose in negotiation should be arbitrable; that any differences that were not resolved by negotiation should be solved by arbitration.

Q. Well where, and to what extent, did the laws enter into negotiations at that time?

A. I cannot testify by not having been connected with it at that time, but from the record I would say that it was more a [166] matter of general principle. I don't know of any specific difference that made them get far apart on exemption of laws from arbitration.

Q. Now, you were able at that time, that is, the ANPA, to execute a further arbitration agreement with the Pressmen?

A. Correct, successive renewals from 1901 through to the present time we have kept that agreement with the Pressmen in effect.

Q. Is there one presently in effect?

A. One is in effect that expires December 1, 1952.

* * *

[169] Q. (By Mr. Sinsheimer) Well now, since 1924 what relations have the Standing Committee had with the International Typographical Union?

A. Since 1924, or the approximate date that the formal written agreement was not renewed, ANPA members and the International Typographical Union locals who desired to continue arbitration continued to do that under the old expired agreement. In other words, they continued to operate, if they so chose, locally under the expired agreement, and pursued the old system of conducting appeals to an international arbitration board that remained in existence by oral agreement between the International Typographical Union Headquarters and ANPA.

Q. Well now, who made up that arbitration board?

A. It was made up of seven members in accordance with established custom, three from the Typographical Union, and three from the Publishers, plus an impartial chairman, the seventh man being selected by the President of the ITU and the Chairman of the Special Standing Committee for each individual case. There would be a rotation of arbiters who would serve as impartial chairmen.

Q. Now, how long did the informal arrangements which you have referred to continue?

A. They continued, as I have described them generally, until the summer or early fall of 1944. They have not con- [170] tinued in any sense since that date.

Q. Well now, what occurred in 1944?

A. In 1944, after a change in the administration of ITU, the newly elected members of the Executive Council promulgated a six-point program which contained several principles that greatly restricted arbitration, by reason of the six point program I have referred to.

Q. What was that six point program?

A. Well, I would, rather than describe it generally, I would like to refer to our bulletin which precisely recites the six points.

Q. Were those six points presented to the Special Standing Committee by the ITU?

A. Yes, although they were—

• • •

[171] • • • Q. (By Mr. Sinsheimer) Now can you state what those six points were, Mr. Dale?

A. Correct. As I have just stated. I would rather read them as they appeared in the Typographical Journal, and as copied in the bulletin from our office. The six points are:

"1. An award must be limited in term of effectiveness to the calendar year in which it is rendered.

"2. New union laws shall become effective each year, regardless of the contract.

"3. No wage reductions or hours increases may be arbitrated.

"4. Elimination of vacations shall not be arbitrable.

"5. Proposals shall not be deemed arbitrable if in the judgment of the Executive Council they violate basic policies or may bring about conflict.

"6. In the event of deadlock in the determination [172] of arbitrable points, or in connection with the selection of an arbiter the Executive Council will declare the arbitration agreement abrogated."

Q. Now, following the enunciation of those points by the union, did you have any meetings with the International Typographical Union Committee between your committee and that union?

A. Yes. Soon after those declarations were made as the policy of ITU our committee asked the Executive Council for a conference, with the result we had a series of conferences beginning in December of 1944 and continuing through to February, 1945.

Q. How many such conferences were there in that interval?

A. There were four different conferences, several of which went over more than one day. Some of them were two-day confrences.

The first, as I say, in December, and several others following at Indianapolis, a total of three; the fourth one at Chicago in late February, 1945.

Q. Well now, at whose request was the first meeting held?

A. At the request of the ANPA Special Standing Committee.

Q. Where was that held?

A. At Indianapolis.

Q. Was that at the union office there?

A. At the union headquarters.

[173] Q. And what was discussed at that time?

A. We discussed the six point program of the Executive Council. We discussed our desire to renew in some form the expired international arbitration agreement. We discussed numerous related matters, such as the man-

power shortage and the apprentice ratios, and so forth, but the six point program, and the renewal of arbitration by formal contract, were the burden of all those conferences.

• • •

Q. (By Mr. Sinsheimer) Who was present representing the ANPA at this conference?

A. Taking as a total all of these conferences, which probably covered a period of seven or eight days, there were one or two absentees from time to time on the part of our committee, and perhaps the same as to the Executive Council, but a majority of each group was present on each occasion.

Q. Who were on the Executive Council of the union who appeared at that time?

A. At that time Peresident Randolph, Vice President Taylor, Secretary-Treasurer Guilé, and Vice President Brown.

Q. And the other members of your committee?

A. I would have to consult notes, because there were several [174] changes in the committee membership that occurred during that period, and we also brought in a couple of non-members to supplement the entire group.

I was present on each of those occasions. As to the other members there are a few of them who did not attend all of those conferences.

Q. Now, briefly, what occurred at the first conference with respect to the question of arbitration?

A. At the first conference which occurred in Indianapolis in December, 1944, we discussed in a very lengthy fashion the six point program, as to point No. 2 especially, if I recall it by number—

Q. Which point was that?

A. The point that required that all ITU laws become effective when adopted, regardless of contract. The objection our committee had, as reflected from the membership, to that provision was that it took out of negotiation, took out of collective bargaining, one of the vital necessities, that is, the freedom of contract, that irrespective of what the local parties agreed upon in the contract that the union could legislate overriding provisions thereafter that would nullify provisions in the contract.

As I have previously stated, we also got into some other related issues, like the manpower shortage during

the war-time, so there naturally were some other related issues we [175] discussed in the very amicable fashion we were accustomed to.

Q. What other issues besides the manpower issue?

A. I don't recall any other at the moment, outside of apprentice ratios.

Q. Now, what meeting followed the meeting in December of 1944?

A. Very soon thereafter another meeting occurred in Indianapolis at the same ITU headquarters, and shortly after that a third meeting in Indianapolis at the ITU headquarters, and then in the latter part of February, 1945, the fourth meeting at ANPA headquarters in Chicago.

Q. Well, who requested the second meeting?

A. I think after the first meeting which we requested, which the ANPA requested, that the others were what you might call by joint assent, that we agreed we would meet again to pursue the discussions we had had. I think all the subsequent meetings were jointly arranged at the end of each one of them.

Q. Now, what was discussed at the second meeting?

A. Well, the one word "ditto" would cover it. The second meeting was a repetition of the discussions of the first meeting, the six point program promulgated by the ITU, especially with regard to blanket application of laws tion [176] procedure—that about covers it.

Q. And at the third meeting?

A. The same, a repetition of what had occurred at the first two.

Q. And the fourth meeting?

A. The same. The fourth meeting, I might say, was different only in this way, that it had pared down by that time to a last effort to effect some formal agreement, even though it might be a general statement of principles, under which we would operate, even though it might not be an arbitration agreement. We did not arrive at any conclusion.

Q. Now, did you have any more meetings with the ITU Executive Council, or any representatives of that organization, after February, 1945?

A. Not in pursuing all of those differences we discussed in 1944 and early 1945. We did have another meeting of the Executive Council and our Committee in Chi-

cago at ANPA headquarters in 1946, October, 1946. By that time some of the differences we had discussed at previous meetings had become dead issues, such as any possibility of reviving arbitration proceedings.

Q. Well now, did you request, or did the ITU request the meeting in Chicago, in 1946?

A. The ANPA Special Standing Committee requested the October, 1946, meeting by contacting Mr. Randolph in July of 1946. [177] We did not get to arranging the date of the meeting until October.

Q. Now, where was this meeting held?

A. At ANPA headquarters in Chicago.

Q. Who was present?

A. On that occasion, Mr. Randolph—In the absence of consulting notes I can't be too sure beyond Mr. Randolph —and myself. There were one or two or his associates and one or two of mine who were with us. I think there were a total of six of us, three from each side.

We did discuss on that occasion briefly any possibility of reviving arbitration, either by formal agreement or by oral arrangements.

We discussed, however, in much greater detail, the man-power shortage and apprentice rates.

Q. Did you reach any agreements as to any of these matters?

A. No, we made no progress whatsoever.

Q. Now, did you have any further meetings with the ITU Executive Council or any of its representatives after that?

A. Not until last September.

Q. Did you have any communications with representatives of the International Typographical Union between December, 1946, and September, 1947?

A. There might be additional communications on such matters as an exchange of bulletins, or something else that was purely [178] a matter of detail, but no exchange of communications, or no conferences on anything related to principles.

Q. Well, did you have any conversations with any officials of the ITU since June 22, 1947?

A. I had some telephone conversations after that time, which began soon after the enactment of the Labor-Management Act.

Q. Did you call someone, or did they telephone you?

A. Shortly after the law went into effect, Mr. Randolph telephoned me, and in a conversation of five to six minutes he proposed we—

Trial Examiner Leff: Just a moment. Are you drawing the distinction between the date the law went into effect and the date the Act was passed?

Mr. Sinsheimer: I am trying to.

Trial Examiner Leff: I mean, the witness' answer said soon after the Act went into effect.

Mr. Sinsheimer: Oh, well, I believe the witness means—

Trial Examiner Leff: Ask him what he does mean.

Q. (By Mr. Sinsheimer) Are you referring to soon after the date the Act was passed, when you say soon after it went into effect?

A. Well, I can take it either way.

Q. Well, about what time did the telephone conversation which you are now testifying to occur?

A. In July, 1947.

[179] Q. Was that the beginning, or the end, or what part?

A. Very early in July. Without consulting notes I would have to say about July 3rd, maybe the 5th.

Mr. Randolph telephoned me and proposed that we have a meeting of our group and his group in an effort to arrive at an overall agreement under which we would recommend to all local publishers and local typographical unions that they enter into a supplemental agreement keeping the closed shop in effect for another year.

[180] Q. Who is the Mr. Randolph you referred to?

A. President Woodruff Randolph, the International Typographical Union.

Q. Did you make any reply to his proposal?

A. On that occasion I told him I would immediately consult the other members of our committee and on that same occasion I suggested that we ought to, at such meeting, cover our other differences in past years in an effort to arrive at some amicable relationship. Within a few days I telephoned Mr. Randolph and told him that the full membership of our committee would like to assemble with the Executive Council of ITU to discuss all our differences and to attempt to arrive in an overall agreement as to all of them.

On that occasion he repeated what he had said in the earlier telephone conversation of a few days before that,

that he felt that the immediate hurdle in his mind should be the sole objective of such a meeting, that it should be restricted solely to an effort to overcome the closed shop prohibition in the law that was about to become effective as to that provision.

Q. Following your returned telephone conversation with Mr. Randolph—in this second telephone conversation with Mr. Randolph—did he have anything to say to your suggestion?

A. Except more specifically that I have already stated, that he saw no purpose in such a meeting as to other differences [181] of past years, that in his mind the immediate hurdle to overcome was the closed shop prohibition and that we should attack that and only that at that time.

Q. Now, following that second telephone conversation, did you have any other communications with any representative of the International Typographical Union?

A. Not any other representative, no.

Q. Well, with any representative?

A. With Mr. Randolph by letter addressed to him as president of ITU approximately September 7th, suggesting that we have another meeting of his group and our group.

Q. Do you have a copy of that letter?

A. I do.

Q. Have you your original files?

A. That is the copy I have from our files dated September 9th.

Mr. Sinsheimer: I will ask the reporter to mark this as Board's Exhibit 4 for identification, a document addressed to Mr. Woodruff Randolph, President, International Typographical Union, bearing date, September 9, 1947.

(Thereupon the document above referred to was marked Board's Exhibit No. 4 for identification.)

Mr. Van Arkel: Do you have additional copies of this?

Mr. Sinsheimer: Yes, I have, Mr. Van Arkel.

Mr. Van Arkel: We have no objection to it.

[182] Trial Examiner Leff: May I see it, please?

Mr. Sinsheimer: In fact, I believe you have the original of that letter, Mr. Van Arkel.

Mr. Van Arkel: I am assuming we have, but I don't have it here.

Trial Examiner Leff: Any objection to Board's Exhibit No. 4? There being no objection Board's Exhibit No. 4 is received.

(The document heretofore marked Board's Exhibit No. 4 for identification was received in evidence.)

Q. (By Mr. Sinsheimer:) Did you receive any reply to the letter, Board's Exhibit No. 4?

A. Yes, sir. I received a reply within a couple of days, I believe, a reply from Mr. Randolph.

Q. And do you have the reply that Mr. Randolph made to you?

A. Yes, a reply dated September 10th and received in our office September 11th.

Mr. Sinsheimer: I will now ask the reporter to mark as Board's Exhibit 4-A for identification the document dated September 10, 1947, which appears to be an original document addressed to Mr. George N. Dale, consisting of three pages, the third page of which appears to bear the signature of Mr. Woodruff Randolph.

(Thereupon the document above referred to was marked Board's Exhibit No. 4-A for identification.)

[183] Q. (By Mr. Sinsheimer:) Are you familiar with Mr. Randolph's signature, Mr. Dale?

A. Yes.

Q. Will you examine this document? Is that his signature there?

A. I would say it is.

Mr. Sinsheimer: We are now offering Board's Exhibit No. 4-A.

Mr. Arnold: There will be no objection. I won't hold up this thing. I just want to see it.

Trial Examiner Leff: I would like to see it.

Mr. Arnold: Oh, you do?

Trial Examiner Leff: Yes.

Board's Exhibit No. 4-A is received.

(The document heretofore marked Board's Exhibit No. 4-A for identification was received in evidence.)

Mr. Sinsheimer: The Board has offered Board's Exhibit 4-A.

Trial Examiner Leff: It has been received.

Q. (By Mr. Sinsheimer:) Following the receipt of Board's Exhibit 4-A was a meeting arranged with Mr. Randolph?

A. Yes. by telephone we made an arrangement for a meeting which—for a meeting at ITU headquarters in Indianapolis, September 25, and 26th, 1947.

Q. And did you meet with Mr. Randolph at that time?
[184] A. Yes, the three members of the Executive Council, President Randolph, Vice President Taylor and Vice President Brown with Secretary-Treasurer Hurd absent, and the six members of my committee, the five besides myself, Mr. Honea, Mr. Rock, and Commander Bottom, Mr. Walls and Mr. Foley.

Q. Where was this meeting held in Indianapolis?

A. At ITU headquarters.

Q. What time did it start?

A. Oh, I would say approximately ten o'clock in the morning, September 25.

Q. And what occurred?

A. After some discussion of general matters the ANPA representatives presented a written proposal or written set of proposals of several pages which at that time was read by Mr. Bottom of our group and was followed by a very brief discussion.

Q. Now, do you have a copy of the proposal which the ANPA submitted at that time?

A. I do.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit No. 5-A for identification a document consisting of nine pages which starts out, "Mr. Randolph and Members of the International Union Council" and concludes, "We hope you will agree with us to find a solution forthwith."

[185] (Thereupon the document above referred to was marked Board's Exhibit No. 5-A for identification.)

Q. (By Mr. Sinsheimer:) I will ask you, Mr. Dale, is that a copy from your files of a paper or a document which was submitted to Mr. Randolph and the Executive Council of the International Union?

A. That is right.

Q. And that was on the morning of September 25, 1947?

A. Correct.

[186] • • • We shall receive Board's Exhibit 5-A.

(The document heretofore marked Board's Exhibit No. 5-A for identification was received in evidence.)

• • •

Q. (By Mr. Sinsheimer:) Now, what occurred after you presented the document which is now in evidence sub-

ject to later objection after study of Board's Exhibit 5-A?

A. There was a brief discussion of it which brought us to the lunch hour and we adjourned for lunch, and immediately upon reassembling Mr. Randolph, on behalf of the Executive Council, submitted a set of proposals to us.

Q. Do you have those proposals?

A. I have a copy of them, yes.

Q. Are these the proposals or a copy of the proposals which you received from Mr. Randolph on September 25th?

A. This is exactly one of the copies—

Q. Which he presented?

A. Which he distributed to the members of the Special [187] Standing Committee on that occasion.

Q. In other words, this is a duplicate original of the documents he submitted at that time?

A. Correct.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit No. 5-B for identification, papers consisting of seven pages in all, each of which bears a number and paragraphs numbered from 1 to 6, number 1 being on page 1 and 2 on page 2 and so forth, number 6 being on page 6, the last page simply bearing the notation "This Agreement shall be effective from blank date and shall continue in effect unless and until terminated by either party by written notice of sixty days."

(Thereupon the document above referred to was marked Board's Exhibit No. 5-B for identification.)

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Trial Examiner Leff: Board's Exhibit No. 5-B is admitted.

(The document heretofore marked Board's Exhibit No. 5-B for identification was received in evidence.)

Q. (By Mr. Sinsheimer:) Was there any discussion following your receipt of Board's Exhibit No. 5-B?

A. A brief discussion. At that time Mr. Randolph stated [188] that these proposals which are separately on separate sheets were among some that had been proposed for Baltimore. I am trying to use the exact language that he used. "Some proposals we have prepared for Baltimore", as I believed, "So we are giving them to you gentlemen just as we have prepared them with the idea that

you go over them tonight and see what you can do with them." I make that explanation so that it will be understood as to why they are in the form that they are in.

Q. Are you quoting Mr. Randolph or is this your explanation, Mr. Dale?

A. My quotes of Mr. Randolph ended when I gave the reason why I was quoting him. That I make the explanation of what Mr. Randolph said so it will be understood as to why the proposals are on separate sheets.

Trial Examined Leff: I am still not clear as to what extent he quoted Mr. Randolph. Go over the thing again and tell us just what Mr. Randolph said and what you said.

The Witness: At the time these several sheets were presented to us Mr. Randolph stated: "These are what we have prepared for Baltimore" or "These are what we have sent to Baltimore." I have forgotten the exact wording. "We give them to you gentlemen now to see what you can do with them if you can go through these to see what you can make out of them."

[189] Trial Examiner Leff: The quote ends there?

The Witness: Right.

Q. (By Mr. Sinsheimer:) Did Mr. Randolph indicate what he meant by "Baltimore"?

A. No, he didn't.

Q. Did you understand what he meant?

A. Yes, I had my understanding of what he meant.

Q. What was your understanding?

A. That there was at that time a dispute existing in Baltimore in a pending negotiation with the commercial plants. It was a natural assumption that he meant that those proposals he was submitting to us had been sent for that purpose to Baltimore.

Q. Did you make any reply to Mr. Randolph at that time, Mr. Dale?

A. Each member of our group had a copy before him and we spent some time reading them and my strong recollection is that we had very little discussion of them at the end before we adjourned that night for reconvening the next morning.

Q. Did you then reconvene the following morning?

A. The following morning, September 26th, we reconvened at ITU headquarters. On that occasion we presented another set of proposals on behalf of ANPA.

Q. Before presenting another set of proposals, did you have any conversation or discussion between your group and [190] the Executive Council of the ITU?

A. I don't think there was much discussion. I think that we may have said, then, "We found the proposals you submitted to us unacceptable." We either by ignoring them or by some brief statement of that character immediately proceeded to present further proposals of our own.

Q. All right. Now, were those oral or in writing?

A. In writing.

Q. Do you have a copy of the proposals which you submitted, Mr. Dale?

A. Yes. I should say to correct that order, Mr. Sinsheimer, that before we made that presentation Mr. Randolph made a further presentation to us, another set of proposals made by Mr. Randolph and his associates, when we reconvened that morning before we came back with our second proposal.

* * *

[191] * * * Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 5-C for identification a document consisting of three pages entitled: "Copy of proposal submitted by the ITU Executive Council to the Special Standing Committee in Indianapolis, September 26, 1947."

(Thereupon the document above referred to was marked Board's Exhibit No. 5-C for identification.)

* * *

Trial Examiner Leff: Yes, that is agreeable.

Board's Exhibit No. 5-C is admitted subject to the same conditions.

* * *

Q. (By Mr. Sinsheimer:) Now, was there any discussion following receipt of Board's Exhibit No. 5-C?

A. A very brief discussion because at the time we had completed reading it we approached the lunch hour, we took it to lunch with us and resumed discussion restricted to our own group, came back from lunch and had a very brief [192] discussion of it with the Executive Council before we submitted our last proposal.

Q. Do you have a copy of your last proposal submitted by you to the Executive Council?

A. I do.

Q. Is that a copy from the files of your office?

A. That is right.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit No. 5-D for identification a paper consisting of one page entitled "Reply of the ANPA Special Standing Committee to proposals made by the Executive Council of the International Typographical Union, September 26th, 1947."

(Thereupon the document above referred to was marked Board's Exhibit No. 5-D for identification.)

Trial Examiner Leff: Board's Exhibit No. 5-D is received subject to the same objections.

* * *

[193] * * * Q. (By Mr. Sinsheimer:) Mr. Dale, was there anything else that occurred at the meeting on September 26th after Board's Exhibit No. 5 was presented?

A. The last half hour of the final session of that two-day conference was spent in exchanging regrets that we couldn't arrive at an agreement. The general statements, some of which went back into past years history and some of them recognition on the part of all of us that we had a lot of trouble ahead.

Q. Now, did you have any meetings with any representatives of the International Typographical Union after September 26th, 1947?

A. No.

Q. Have you had any communications of any kind with them, Mr. Dale?

A. Perhaps one or two letters, the usual cursory exchange of correspondence on an exchange of information. Nothing to do with fundamentals.

Q. Since 1944 have there been any matters as to which arbitration was had between the Special Standing Committee and the ITU Executive Council?

[194] A. Not on a national basis, not on any arrangement between their international office and the ANPA office. There have been since that time a few local arbitration meetings, perhaps two or three which would naturally have occurred under local agreements that had not yet expired that contained provisions providing for arbitration.

Q. In the course of your duties, do you have occasion to seek contracts between publishers and the locals of the International Union?

A. Yes, our office serves as a clearing house, as I indicated before, in distributing information, the clearing house through which we receive annually contracts that keep us up to a total, I would say, of approximately 1250 union contracts on file at one time, contracts that are then in effect. Out of that total of 1250 union contracts with ANPA newspapers, I would say, at the moment, approximately 350, as the usual average, represents ITU. Of course, that number as to those now in effect is much reduced, much less than the usual 350.

Q. Now, ordinarily do those contracts come in to you and cross your desk at fairly regular intervals or not?

A. As fast as negotiated the contracts are supplied to us through the publishers and come across my desk on an average, I would say, of probably ten a day representing all unions.

[195] Q. Have you seen any contracts between publishers and local unions of the International Typographical Union that have come across your desk that were executed after August 22nd, 1947?

A. Not contracts as we know them in collective bargaining signed by both parties. A few wage agreements have come across my desk that the local parties may call a contract, but are not executed by both parties.

Q. These so-called wage agreements—in what form are they?

A. Generally in the form of a paragraph or two stating a new wage scale and either unsigned or signed by the publisher or one of his representatives, possibly in one or two cases there may have been a signature by the union representative merely in the nature of having accepted it as a notice of wage change.

Q. Are you familiar with the normal length of the duration or period of the contracts which have been entered into in the past few years between the publishers and local unions of the International Typogrphical Union?

A. Yes.

Q. What has that period normally been?

A. The average newspaper—ITU contract has been for one year. There have been some for two and some for three years, and very rarely some longer. The usual contract is for one [196] year.

Q. Have there been any contracts for less than one year, Mr. Dale?

A. Not in the strict sense of the term of the contract. There have been some that have been negotiated long after expiration date of the previous contract so that the effect of the contract might be for considerably less than a year, but its terms would normally be one year.

Q. Have there been any agreements that you know of which have provided for termination in less than one year?

A. No. I have seen none of that character.

Q. Have you seen any that contained reopening clauses?

A. Yes, there are a few. It is rare but there are a few that would have an opening clause as to wages only contingent upon a change, in the cost of living index or a change like a national emergency. Some of those are on a 60-day reopening basis and some on a six months reopening basis, but I would say that even those wage openings are so rare that probably there aren't ten of them that are on file out of the 350 ITU contracts.

Q. Well, are those provisions—do those provisions provide for adjustments in accordance with the cost of living index or is there some other provision?

A. Two or three of them provide for adjustments in accordance with the cost of living change, two or three in the [197] event of a national emergency. The total, I say, would only be about ten.

Q. Now, as to those ten, what is the duration of those contracts with respect to all other matters except for wages?

A. At least a year. The usual year is a minimum.

• • •

Q. (By Mr. Sinsheimer:) What groups of employees are normally or were normally covered by the contracts entered into by the publishers and the International Typographical Union in the two years prior to August 22nd, 1947?

A. The composing room employees. In other words, those who set type, the typesetters in the composing room.

Q. Is that normally all employees in the composing room, Mr. Dale?

[198] A. That is correct.

Q. Were there any other employees or groups of employees covered by contracts between employers and the local unions of the International Typographical Union?

A. Unless you refer to the other arm of ITU, the mailers union, which is a branch of ITU, then there are separate contracts with the mailers.

Q. And what group of employees were normally covered by those contracts which were executed within the two years prior to August 22, 1947?

A. With the mailers' union?

Q. Yes.

A. Those who are engaged in taking care of the newspapers in the mail room.

Q. Now, of the 350 contracts which you testified cross your desk yearly between local unions of the ITU and the publishers, how many of those are contracts which relate to mailers and how many are contracts which relate to employees in the composing room?

A. As you asked the question originally, I thought you meant the contracts restricted to ITU and therefore, solely to the compositors. The 350 contracts I mentioned are restricted solely to the typesetters in ITU. I would estimate another 80 contracts, approximately that, maybe 85 by now, between the mailers who belong to the other branch of ITU.

[199] Q. Besides the employees of the composing room and the employees of the mail room, are there any other groups of employees that you know of for whom the publishers have contracts with local unions of the International Typographical Union?

A. I can't for the moment think of any other department in the newspaper. There may be on rare instance here or there where another department may have an ITU contract. I can't think of one.

Q. Generally, do the contracts entered into in the past two years prior to August 22nd for employees in the mail room—do they generally cover all employees in the mail room?

A. Yes, except there could be more rare instances in which the deliverers' union might in some way come into jurisdiction to a limited extent in the mail room, but the usual employee in the mail room would be covered in the usual mailers' contract.

Trial Examiner Leff: So the record may be clear, would you mind developing this point, just what the mail room employees do?

The Witness: He receives the newspapers as they come from the press and either by wrapping them or by what-

ever methods they use in the mail room he prepares them for the trucks to deliver them to the different stands or take them [200] away from the plant to whatever source is final delivery. His main duty is the fast dispatch of newspapers from the press to the truck.

Q. (By Mr. Sinsheimer:) Now, of the 350 contracts relating to the composing room employees, with reference to the past two years prior to August 22, 1947, approximately how many of those would contain provisions for a closed shop or provisions requiring that employees in the composing room covered by the contract must be members of the International Typographical Union or a local union thereof?

A. With one or two exceptions all of those 350 odd contracts provided for a closed shop.

Trial Examiner Leff: Used the term "closed shop" in its technical sense?

The Witness: That is right, exclusively employees who are members of the union.

Trial Examiner Leff: That is, that the employer may not hire any one who is not already a member of the union?

The Witness: That is right, as distinguished from a union shop.

Q. (By Mr. Sinsheimer:) And all employees so hired must remain members of the union, is that right?

A. That is right.

Q. Now, is that also true of the contracts with respect to the mail room employees which were entered into in the [201] two years prior to August 22, 1947?

A. As generally true. There may be one or two more exceptions because of late organization of the mail room and through an initial contract there might not have been that provision, but there, again, the overwhelming number of mail rooms have the same closed shop provisions.

Q. With respect to the membership of the American Newspapers Publishers' Association, have you obtained information through your organization as to the number of publishers whose circulation is in excess of ten thousand daily?

A. Approximately 80 per cent of the total circulation of our members, approximately 80 per cent of our membership have newspapers of more than 25,000 circulation. Approximately 55 per cent of our members have a circulation of less than 25,000.

Q. Now, wait a minute. Approximately what per cent are in excess of 25,000?

A. Approximately 45 per cent of our circulation, of our membership, has a circulation in each instance of more than 25,000. Approximately 55 per cent are newspapers with circulation of less than 25,000.

Q. With respect to papers of circulation of 10,000?

A. About 20 per cent under that number and 8 per cent of our membership over 10,000 circulation.

Q. And with respect to papers of circulation of 5,000 [202] or more?

A. About five per cent of our membership have a circulation of 5,000 or less.

Mr. Van Arkel: What percentage?

The Witness: Five per cent have a circulation of 5,000 or less.

Q. (By Mr. Sinsheimer:) And the remainder, the other 95 per cent is that over 5,000?

A. Correct.

Q. 80 per cent of the members of your organization are over 10,000, is that right?

A. Correct. That is why, if I might explain, I think it would clarify it, we have most of the unionized departments of daily newspapers connected with ANPA plants because out of the 1700 odd daily newspapers in America practically all of them are in ANPA excepting the other 900 or so very small dailies of less than 5000 circulation, and of course, most of those dailies of less than 5000 circulation have no unionized departments.

[203] * * * Mr. Sinsheimer: I will now ask the reporter to mark as Board's Exhibit No. 6 for identification a document [204] consisting of some 39 pages and headed, "Membership of the American Newspaper Publishers Association".

(Thereupon, the document above referred to was marked Board's Exhibit 6 for identification.)

* * *

[205] * * * Trial Examiner Leff: Any objection? Board's Exhibit 6 is received.

(Thereupon, the document above referred to, previously marked Board's Exhibit 6 for identification, was received in evidence.)

* * *

Q. (By Mr. Arnold) In Exhibit 4-A, which is a letter [206] from you to Woodruff Randolph, I find the following statement: "It is likewise our judgment that if it is the intention of the Special Standing Committee to urge the signing of contracts under present conditions created by the Taft-Hartley Law the result of the conference will be nil. The course to be followed by the International Typographical Union was determined by the recent convention and that course will be followed."

During these negotiations which you have testified to was there any deviation from that pronouncement?

A. No.

* * *

Cross-Examination

* * *

[207] * * * Mr. Van Arkel: I ask to introduce the By-Laws of the American Newspaper Publishers Association as Respondent's Exhibit 3.

Mr. Sinsheimer: No objection.

(Thereupon, the document above [208] referred to was marked Respondent's Exhibit 3 for identification.)

* * *

Trial Examiner Leff: Respondent's Exhibit 3 is admitted.

(Thereupon, the document above referred to, previously marked Respondent's Exhibit 3 for identification, was received in evidence.)

Q. (By Mr. Van Arkel) How does a newspaper become a member of the American Newspaper Publishers Association, Mr. Dale?

A. By application to the office of the General Manager in New York and thereby, through final action of the Board of Directors.

Q. What are the qualifications for membership?

A. I don't know of any beyond what I stated earlier in the direct examination, that it be a daily newspaper of general page circulation.

Q. Have there been any instances in which applicants who met those requirements have been refused admission to the Association?

A. None I know of.

Q. Are there any limitations on the right of any member [209] to resign at will from the Association?

A. None that I know of. There have been resignations and I haven't heard of any restrictions at the time of each one of them.

Q. That is to say, then, that membership in the Association is purely voluntary on the part of the member and he can withdraw that membership at any time he likes?

A. Correct.

Q. Now, what power if any does the American Newspaper Association have over individual members in general?

A. I wouldn't be competent to answer that. We don't handle the qualifications of membership in our office.

Q. Do you of your own knowledge know of any powers which the Association is able to exercise over its members?

A. At the moment I don't know of any specifically, no.

Q. Now, you say that the Special Standing Committee derives its authority from the board of directors of the ANPA?

A. Originally created by a convention resolution but from there on deriving its authority from the board of directors.

Q. Have you a copy of that convention resolution?

A. No, but I can obtain it. It is a resolution of 1901, a very brief resolution, but I would be glad to obtain it.

Q. What I would like to get, Mr. Dale, are any instruments [210] which spell out the powers which the ANPA has delegated to the Special Standing Committee. Have there been other instruments since the convention resolution dealing with that subject?

A. Other instruments by way of specific board of directors' approval of an act of the committee before or after the act occurs. I don't know of any other formal documents as to the authority of the committee aside from its original creation.

Q. Before procuring a copy of the convention resolution, can you state from your memory what powers were delegated to the Special Standing Committee by the board of directors?

A. The original resolution empowered the Special Standing Committee to act in all instances that would promote a better understanding between newspaper mem-

bers and their employees. In conformity with that, from time to time, the board would approve such things as renewal of an International arbitration agreement with a specific union or some other change in arbitration procedure.

Those other approvals, those other delegations of authority were sometimes very incidental and other times quite important. I don't know of any overall document that continued them.

Q. Other than the original resolution which you referred to?

[211] A. Correct.

Q. Does the Special Standing Committee have any independent source of authority? I mean by that, any source of authority directly from the members of the Association.

A. Quite definitely as built up through precedence in the years with respect to enforcement of arbitration contracts, quite definitely with respect to using every means towards enforcement of wage agreements. There again that is mostly built up through precedence.

* * * *

Are there in existence any documents or other [212] instruments by which an individual member of the American Newspaper Publishers Association has empowered its Special Standing Committee with any authority?

A. Well, most of them do it of course every time they execute an arbitration agreement with the pressmen.

Q. That is to say they sign a special document at that time?

A. They delegate directly to the Special Standing Committee a very large slice of authority in that document.

Q. Well, is there a document independent of the arbitration agreement which they sign, empowering you to enter into that agreement?

A. No.

Q. That is, by that I take it from your answer then that the mere act of signing the arbitration agreement you construe as conferring authority on the Special Standing Committee to sign the agreement?

A. That is correct. May I correct that? Not an authority for us to sign the agreement. We get our initial authority to execute the International agreement through

our board of directors presenting a resolution at the convention and the membership at the convention authorizes the execution of the International agreement.

Then when the local parties execute the International agreement, they specifically delegate more authority to the [213] committee to carry out its terms.

Q. Yes. Now, this document which was Board's Rejected Exhibit 3—

Mr. Van Arkel: I do not want to question on the document, Mr. Examiner, but Mr. Sinsheimer did open up the matter of its execution.

Trial Examiner Leff: Exhibit 3?

Mr. Van Arkel: Exhibit 3, headed "Individual Arbitration Agreement."

Q. (By Mr. Van Arkel) In any case has the Special Standing Committee signed such an agreement?

A. We just signed one last month.

Q. Well, does the Special Standing Committee—

A. The one you have is the one executed the 22d of December, 1947.

Q. I take it from the form of the document that the original signatory to the agreement is the individual publisher and the local of the union involved, is that correct?

A. No. If you will refer to the first page the individual adoption of it, that of course is still left as a voluntary matter between the local parties, but the main provisions, including the code of procedure and everything else, that has to do with the execution, that has to do with the governing arbitration proceedings, is strictly an [214] agreement made on the International basis.

Q. But that agreement, I take it, in order to become effective must first be executed by a newspaper proprietor and a local of an International union, is that correct?

A. On the local basis it is strictly voluntary, right.

Q. And hence the agreement in the first instance, at least, is an agreement between the local union and the local newspaper publisher?

A. No, I would say the agreement in the first instance is between the International union and ANPA which creates this agreement for local arbitration wherever they desire to use it.

Q. Well, let me put the question this way, then.

In order for any understanding which is reached between an International union and the Special Standing

Committee to be effective it must first be executed between local parties?

A. To be effective in the locality that you may have reference to.

Q. Yes. In any event—well, perhaps this is a conclusion, but let me put the question this way.

Is there any enforceable agreement between the Special Standing Committee and any International union?

A. Oh, this is it.

Trial Examiner Leff: Do you know of any instance [215] where an individual company employing pressmen did not sign the form of agreement that was negotiated between your Association and the ITU or the Pressmen's union?

The Witness: There are some instances where the local parties do not adopt it. Of course, to answer your question fully, Mr. Van Arkel, I should say that this agreement is first—after the same has been negotiated—it is then submitted to a referendum of all the pressmen and by that referendum of all the pressmen it receives their approval, then it is submitted back to our board of directors in accordance with the original resolution adopted by the members of the convention to get their approval, and then it goes to the local parties for them to adopt it if they desire it.

Q. (By Mr. Van Arkel) Well, now, let me ask that in line with the Examiner's question. Would such an agreement be effective, would it cover any newspaper proprietor and his pressmen, where they were not themselves signatory to the agreement?

A. Well, I want to be precise. Where they haven't adopted it by—

Q. By subsequent ratification?

A. Right.

Q. Let's put it that way.

A. Then I agree that it wouldn't apply to those parties [216] unless they have adopted it locally.

Q. Yes. So that the effectiveness of the agreement is in any event contingent upon acceptance by a local publisher and a local union?

A. The effect locally is contingent upon that.

Q. Now, Mr. Dale, Mr. Sinsheimer was questioning you about your meetings of 1944 at which time I believe you stated that the Special Standing Committee was

anxious to reopen with the Typographical Union the question of the arbitrability of the laws of the International Typographical Union.

A. That was not one of the purposes at all, as to reopening the arbitrability of the laws of the union. That had long since become a "dead duck."

Q. That is, to continue the arbitrability of the laws, would that be correct?

A. No, the sole purpose was to restore even to the limited extent the arbitration machinery we had with ITU the previous year.

Q. Yes.

A. We had long since, back in 1924, done away with the arbitrability of laws of ITU.

Q. I see. But had there been since 1924 a more or less continuing desire on the part of the Special Standing Committee to make the laws of the International subject to arbitration?

[217] A. A very latent desire.

Q. A latent desire?

A. Yes.

Q. That was, however, discussed in 1944, I believe you said?

A. Arbitrability of their laws discussed in 1944?

Q. Yes.

A. I don't think the record will show I said that, Mr. Van Arkel.

Q. I may have misunderstood you.

A. That is the point at which we parted in arbitration in 1922 and 1924. I don't think we revived a discussion of that point in 1944. We did—that may be where you misunderstood me, Mr. Van Arkel—we did discuss in 1944 the question of adoption of their laws, a blanket adoption of the laws, in our wage contracts.

Q. Yes.

A. But not the question, as I recall, of accepting their laws, of their laws in arbitration.

Q. That is to say in 1924 the whole question of the arbitrability of the laws had more or less become a fixed pattern, is that correct?

A. With ITU.

Q. And I mean substantially acquiesced in by the publishers?

[218] A. Well, there is a certain form of acquiescence that was sort of enforced.

Q. I see.

A. We couldn't negotiate a contract and keep it.

Q. And then quite independently of the question of the arbitrability of the laws of the union, there has been a continuing question over these years concerning the inclusion of the laws in any agreement, would that be correct?

A. That is right.

Q. And the union, I take it, taking the position that the law should be incorporated in an agreement and the publishers taking the point of view that they should not be?

A. Not quite correct; the union taking the position that laws not yet enacted should also be put into the agreement. The position of the publishers being that they should be free to negotiate whether the laws then in effect should be adopted in the agreement.

Q. How was that problem finally resolved, Mr. Dale, or was there a final resolution of it?

A. Through a series of strikes in late 1944 and early 1945, I would say down through 1946, and some still continuing, as in St. Petersburg, if we can call them everlasting strikes, it was largely resolved by the publishers [219] adopting laws, still with some restrictions, such as laws that do not conflict with this contract, some other limitations in different instances, but the general trend was more and more toward adoption of ITU laws as of the time the contract was executed.

Q. That is to say, by reference to laws as they existed at the time of the signing of the agreement would be included in the contract?

A. But with many qualifications.

Q. And in general, not subject to change by union action during the life of the agreement?

A. Not in those words but it had that effect.

Q. Now, I notice that in the communication which has been marked Board's Exhibit 5-B, which was your proposal to the ITU of September 25, 1947, on page 3 as your point "B," you stated, "that a general sub-statement of this subject matter," that is, of the matters which you wish to discuss, "includes the following, 'B', the statute of ITU laws in relation to the interests of publishers."

Now, could you amplify a little your intentions in that respect?

A. Well, do you want me to take them separately?

Q. Well, specifically I was asking about paragraph "B." Just what matters you had in mind in that phrasing.

A. As to "B" in our statement, we wanted to discuss [220] the status of ITU laws in relation to the interests of publishers. We had chiefly in mind what we had considered an edict of the Executive Council of ITU to the effect that all laws of ITU should become effective at the time they are adopted regardless of existing contracts, which took the laws out of the field of collective bargaining.

That was point No. 2 or 3 in the six-point program I mentioned a while ago. That has continued to be a tremendous obstacle as the publishers have viewed it in their negotiations, and we did discuss that point but we were cut rather short so we didn't have a long discussion.

Q. Do you recall briefly what that discussion was?

A. Briefly I would say Mr. Randolph's repeated statement that recognition of our laws is the basis on which, the only basis on which we will deal with any publishers.

Q. Did you understand him in saying that to mean that he was interested in changing what I believe we have agreed was more or less the established pattern up to that time, that the laws as of a certain date should be recognized?

A. It was hard to say how much he encompassed with that statement. We didn't get far enough into it. I doubt if we spent more than a couple of minutes on it.

Q. In general, what was the discussion with respect to the problems of manpower scarcity which you had in [221] 1944 and again in your conferences in September?

A. The conference you refer to now, I believe, is the one in 1946, October, 1946, which was chiefly on manpower and apprentice ratios. That was prompted largely by a survey we had made which showed the increasing age of the ITU member which made an average of 51 as the age of the average member, so that by taking against that the number of apprentices that were coming in each year, that the shortage was becoming each year so acute that naturally the overtime requirements, and the shortages which in some places made them work eight shifts a week, couldn't be corrected unless we had an increasing flow of apprentices.

Q. What was the union's reaction to your statement on that?

A. We had a very amicable discussion of it and I think there was an arrangement between Mr. Randolph and myself that we might pursue the matter further with correspondence.

There was something rather indefinite as to the outcome of the manpower and apprentice discussion.

Q. Had you made specific proposals to the union in that connection?

A. No, except orally specific. We thought we should have a joint survey; representatives of his office and our ANPA office in Chicago, to further the inquiry we had already made in our office, so that we could make [222] some progress with some relief.

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Q. I believe you stated, Mr. Dale, with respect to Board's Exhibit 5-B, which is the ITU proposal which was made to you on September 25, 1947, that Mr. Randolph asked you to look it over and see what you could make of it, is that correct?

A. Right.

Q. And what did you understand Mr. Randolph to mean by [223] that phrase?

A. To consider it to see if we could get out of those pages something to bring back as an offer based on those pages.

Q. That is, you regarded this as an offer for agreement and you took it that Mr. Randolph was suggesting that it be worked over, that if you had questions about it that you submit a counter-proposal along these lines, is that correct?

A. Correct with this limitation, Mr. Van Arkel. When we discussed it that night we felt it was a very limited offer, that it only referred to a few provisions in local contracts, and that therefore in an overall agreement between his office and ours, that this didn't go far enough. This merely hit a few provisions in the normal contracts.

Q. But these provisions were new proposals, were they not, which had not been in previous agreements?

A. That is right.

Q. In most cases?

A. As I recall it each one of them is unusual and new, yes.

Q. So that your understanding at the time you received those proposals was that Mr. Randolph was suggesting these as new clauses to go into an agreement which might be reached between you?

[224] A. That is right.

Q. And that he was inviting your suggestions as to revisions in language and the like?

A. That is correct.

Q. Now, did you make any effort to submit any revisions of that language?

A. We made an effort to this extent, that that night for at least four hours we discussed these provisions to see what we could work out of them. Our committee of six men felt that we couldn't make sufficient progress with them to get any specific proposals to come back with that would be based on those pages.

Q. Now, do you recall what discussion you had with reference, that is, among yourselves now, the publishers committee, with reference to these clauses of the agreement, the proposed agreement?

A. Yes, our discussion—

Q. Perhaps it would help you if you had this before you.

A. (Continuing) —could be generally stated that we felt that most of these provisions were contrary to the new Labor-Management Relations Act, and we felt that some of those that were not to us, as we felt, obviously in violation were so much in that direction that we couldn't see any reason for treating them as something that we should recommend to our publishers when they were at the [225] time negotiating provisions with other unions without encountering some of these unusual suggestions.

Q. Now, I wonder if you could summarize for us the objections which you had, section by section, Mr. Dale?

A. Well, I would have to read it in each instance so you will have something on which to base my opinion.

Q. Well, we know that you hold before you Board's Exhibit 5-B.

A. No. 1, for instance, which states, "the party of the first part recognizes the right of the party of the second part to formulate laws, rules and decisions for conditions under which its members may seek or accept employment, and agree there shall be no interference whatsoever by the

party of the second part in the observance of such laws, rules and decisions, nor shall any issues be raised or complaints considered except in event such laws, rules and decisions conflict with the terms of this agreement," it led us right into the field of course of admitting that any laws adopted by ITU in the future would apply to the newspaper composing rooms without our having any say in the future about what limitation there might be on that.

Q. Now, in connection with the answer you just gave, Mr. Dale, did your committee take into account paragraph 2 which states, "that it is understood and agreed that [226] the general laws of the ITU in effect January 1, 1947, shall govern relations between the parties on conditions not specifically enumerated?"

A. We did and of course the natural assumption would be why have the first paragraph if it doesn't in some way limit the second paragraph.

Q. Did you point those objections out to Mr. Randolph or the Executive Committee of the ITU on the following day?

A. We didn't get far with that because when we came back and announced that through our five hours, as we expressed it facetiously, in which we argued more with each other than we do with you, we got nowhere with this, and Mr. Randolph at the moment lost his temper and said, "Well, I didn't expect you would," so we were not then in a position to do much negotiating on these when we felt that perhaps we could do better if we got out of this field and talked about something else.

Q. So that the answer, I take it, is that at no time have you pointed out such objections as you had to these proposed provisions to the union?

A. Oh, we did at that time. We started in enumerating a few of them. I don't remember how far we got with it.

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[227] • • • Q. Well, I take it then you made a general objection to the legality of these proposals?

A. That is right.

Q. On the morning of the 6th without specifically giving the reasons which led you to feel that they might be illegal?

A. If we were specific we didn't get far with that.

Q. I see. Well, now, to return again, if I may, to paragraph 1, did you make any effort to reformulate this first section to meet the objections which you had to the language?

A. We did. We wrote amongst ourselves quite a few alleged documents and exchanged them amongst ourselves on that evening before we resumed the conference of the ITU Executive Council.

Frankly, that is why we felt it was such a hopeless job because we couldn't agree amongst ourselves on any [228] reformation of this language. We felt we had to give it up as a basis for our making any offer.

Q. Well, isn't the first paragraph or had not the first paragraph of this first proposal been common in agreements between the ITU and newspaper publishers prior to that time?

A. The second paragraph had been common. I would say the first paragraph is very uncommon.

Q. You had seen the paragraph in previous agreements?

A. Similar to it but not as strict as that.

Q. Now, so far as paragraph 2 is concerned, the language "not in conflict with law" was new language, was it not?

A. That is right.

Q. That is to say your previous contracts had not contained the phrase "not in conflict with law?"

A. A few of them may have on account of some state statutes but the general run of contracts did not.

Q. As a general rule that was new language in the proposal, was it not?

A. Right.

Q. And did you understand that that language was new in this paragraph because the ITU was anxious to exempt from the contract any of its laws which might be considered to be in conflict with law?

A. I wouldn't say. I understood that because I don't think there was any statement to that effect.

[229] Q. Well, did you discuss among yourselves the probable reason of the union for including the language "not in conflict with law?"

A. Oh, we had that discussion to some limited extent. I can't be sure now how far we went with that.

Q. Do you recall whether or not it was your impression at that time that the reason for putting this in was the desire of the Typographical Union to avoid any clause which might include illegal provisions of the laws in the agreement?

A. We did have some discussion, that is true, and it wasn't confined solely to this paragraph.

Q. But was that in general your understanding of the reason for the inclusion of this language?

A. I can't say whether we had that as a general understanding at that time.

Q. Do you recall whether any other reason for the inclusion of that language was suggested either by the union or by any member of the publishers committee?

A. I would assume that that would be the only reason.

Q. Now, if we may go to the second clause of Exhibit 5-B, Mr. Dale, I call your attention to the first sentence which reads, "The party of the first part," that is to say the employer, "agrees that he will not assign any work traditionally performed by journeymen and apprentice [230] printers to any employee other than journeymen and apprentice printers as defined by the party of the second part."

That is to say, the union. Was there any discussion between you, the union and you, with respect to that clause?

A. Not between the union and us, as I recall.

Q. Was there any discussion among the publishers in your committee meeting?

A. Yes.

Q. Can you tell us what that discussion was?

A. Briefly to the effect that we didn't feel it was incumbent on our committee to recommend a provision like that as a governing provision in collective bargaining when it traditionally belonged to the field of negotiations locally. That has always been the matter of jurisdiction, it has always been a matter for local negotiations.

Q. That is to say, I take it, that your committee felt that this clause dealt with the jurisdiction which the union was to exercise or the field which the agreement was to cover, is that correct?

A. Right.

Q. Was this clause objected to in the meetings which you had on the ground that it was designed to procure a closed shop in any way?

A. I don't think of any objections we had except the one I have stated, Mr. Van Arkel, that we saw no necessity [231] for our making a national recommendation on something that had always been negotiated locally.

Q. I see.

A. I don't think the closed shop idea struck us in connection with that.

Q. Well, then, I take it that your feeling was not that this clause was improper or illegal but that this was properly a matter to be covered in local negotiations, is that correct?

A. Precisely.

Q. And other than that, you don't recall any agreement to this particular clause, I mean any objection to that particular clause?

A. Well, as to that sentence—

Q. I see. Well, excuse me. I didn't mean to cut you off. If you had objections to other parts of the paragraph I wish you would state what they were.

A. I might have some present objections but I don't want to convert my present opinion back to enlarging my recollection at the time. I don't recall anything else at the time.

Q. I think it is important because I am trying to get your memory as to the discussion at that time.

A. I don't recall anything at that time with respect to the rest of that.

* * *

[235] * * * Q. (By Mr. VanArkel:) Mr. Dale, at the close of yesterday's session we were discussing, I believe, Board's Exhibit No. 5-B. We had finished discussing points 1 and 2, and I would now like to direct your attention to point 3, reading as follows:

"The party of the first part—"

that is the employer

"recognizes that the party of the second part—"

that is the union—

"cannot compel members to work with non-union printers and apprentices and therefore agrees that any refusal [236] by its workers to work with non-union employees shall not constitute a breach of this agreement."

Do you recall whether or not the original which you received said: "Any refusal by its workers" or said: "Any refusal by its members"?

A. I wouldn't be sure whether there was a difference in wording on the original.

Q. I take it, however, in looking at this proposal that you took the words "refusal by its workers" to mean refusal by its members?

A. I would assume that, yes.

Q. Could you tell us what discussion you have had about that clause, either with the union or among yourselves?

A. I remember distinctly that among ourselves the first night we discussed this, both as to the specific provision itself, which we felt was unlawful, and secondly, as to its relationship to some of the other provisions, our feeling was that this would be, if we recommended this as an agreement between the publishers and members of the Typographical Union, that it would be conniving to get around the Taft-Hartley Law.

Q. Did you express that opinion to the union?

A. We did not get that far, I believe. We expressed it in this way, I will say, Mr. VanArkel, in the same general expression I gave you yesterday in response to one of your [237] questions, that we said that all of these proposals, collectively made it so we felt it was impossible to work out the basis of an agreement thereon.

• • •

Q. Now, paragraph 5:

"It is agreed that the procedures for the settlement of any differences or grievances arises under this contract are exclusive"—and so forth.

What was the discussion about that clause?

A. Not as to that clause alone, as to that provision inclusive [238] of the clause had some discussion.

• • •

Q. Well, I am trying to find out exactly what your objection was, Mr. Dale. Do I take it, then, that you were [239] not objecting in principle to this clause?

A. As a matter of negotiation, there was no objection to the principle, no.

Q. Did you feel this was substantially different from what you had been proposing with respect to the settle-

ment of the problem arising between the union and the publishers?

A. Yes, because reading it very slowly, I think you will see that the Joint Standing Committee would be restricted to a provision which would have no appeal, would have no overall control as we have through our International Arbitration Board. The Joint Standing Committee procedure, through experience, has proved to be very unsatisfactory in the last few years with the International Typographical Union.

Q. I take it, then, that your objection, in so far as you had objections to Section 5, went rather to Section 6, dealing with the composition of the Joint Standing Committee and the powers to be given it?

A. At the moment I had not even thought of Section 6 in any recollection of our objections to Section 5. I will be glad to read 6 to see if I can recall if we had any feeling as to a connection between the two at that time. (Reading document.)

I see you have been reading this more carefully since we were then, Mr. Van Arkel, than I have. You do bring back to my mind the fact that the same objection applied to section 6. [240] Q. That is, I take it, you had objections to the constitution and authority of the Joint Standing Committee?

A. No, basically we very much favor the constitution authority of the Joint Standing Committee, but in the operation of the Joint Standing Committee under the restrictions that have been imposed upon it by the ITU Executive Council in late years, we felt it would not be a workable solution of these problems.

Q. Well, will you elaborate on that, either in connection with section 5 or section 6? Why did you not think this would be a workable solution?

A. Well, our Joint Standing Committee procedure as originally set up and successfully in operation for years, was the immediate means of settling most of the local disputes, such as grievances and so forth, and the record will show that the operations of the Joint Standing Committee have been more and more limited by refusal of the local unions to pursue the Joint Standing Committee course, because they have raised objections to many of the issues that are presented as being improperly Joint Standing Committee issues.

Q. Well, this in substance, then—do I gather, however, that this carried on the arrangements for a Joint Standing Committee which had previously existed? I mean by that, in the contracts for 1945 and 1946, for example?

A. So far as the International is concerned, so far as the [241] language is concerned, it is an enlargement of it.

Q. An enlargement?

A. Right.

Q. And what do you mean by an "enlargement", Mr. Dale?

A. This committee—this is the second sentence in Section 6:

> "To this Committee shall be referred all disputes which may arise as to the construction to be placed upon any cause of the agreement except as provided otherwise herein."

That is the limitation that can be construed to an unlimited extent.

> "Or alleged violations thereof, which cannot be settled otherwise, and such Joint Committee shall meet when any question of difference shall have been referred to it for decision by the Executive Officers of either party to this agreement."

As to that sentence the chief objection would be to the clause "except as provided otherwise herein."

Q. What other provisions are you there referring to—are you there referring to the exception of local union laws, general laws of the International Typographical Union?

A. Not alone that but to some of the other restrictions in these other provisions that would go with that.

Q. Do you have any specific other restrictions in mind than [242] those?

A. Well, I think one that we discussed at the time was Section 1

Q. That again relates to the exemption for the general laws of the ITU and local union laws isn't that right?

A. That is right.

Q. I think it is clear on the face of Section 6 that those matters will be exempt from Joint Standing Com-

mittee Action. I wondered whether there were other restrictions.

A. If I were to take time to take through all of these provisions, I would probably find some others that arose at that time, because I know that we had considerable discussion of this Section 6 and Section 5, but our chief objection to it, as I have already cited, was that it is a matter that is reserved for local negotiation, and also as presented here had some additional restrictions.

Q. I believe you testified yesterday, did you not, Mr. Dale, that the position of the International Typographical Union had been, at least, since 1924, that their general laws should not be subject to arbitration?

A. Since approximately 1924 that their laws should be exempted from arbitration.

Q. And that applied to local union laws as well?

A. That is right.

Q. So that in that respect this did not present any novel [243] departure from what existed in previous agreements, did it?

A. It presented an enlargement of the departure. It was an increase of it. It was going still further away from unrestricted local arbitration.

Q. Well, I am trying to get in what respects it was an enlargement of the subjects, of the matters which—

A. I have cited one sentence "as provided otherwise herein." That would not refer merely to the recognition of the ITU laws, but there are a considerable number of other provisions in here, like the first provision, in which the exception is still further enlarged.

Q. Well, I take it that we can let the agreement speak for itself in that respect.

Now, the final clause of their proposal, which you received from the union states that:

> "This agreement shall be effective from blank and shall continue in effect unless and until terminated by either party by written notice of sixty days."

Could you tell us what discussion you had about that clause, if any, Mr. Dale?

A. Very brief amongst the committee members and even more brief with the Executive Council. In our minds, and I think in the minds of the Executive Council that was merely the 60 day cancellation clause that

had been proposed by the ITU in numerous other cases with publishers they were [244] already negotiating with.

* * *

[245] * * * Q. Well, was there any question in your your mind that if you had accepted all of these clauses, as written, that the Executive Council would have been ready to recommend to the locals the entering into of this agreement in a written, signed, [246] form?

A. I think that is covered by my previous answer, that we felt the intentions to preserve written contracts was not evidenced by these proposals and therefore we doubted the result would be a written agreement.

Q. Well, I don't think that quite answers the question which I asked, Mr. Dale.

Was there any doubt in your mind that if the publishers committee at that time had said that these clauses were satisfactory to you that the Executive Council was prepared to recommend to its locals that they adopt this in the form of a written, signed agreement?

A. Plus—I will say yes—plus some other necessary provisions that we did not have before us.

Q. Such as wages and hours?

A. And the other numerous provisions that go with the numerous contracts.

Q. That go with other—

Trial Examiner Leff: I want to get the record clear. Mr. Van Arkel asked you whether there was any doubt in your mind, and by "yes" did you mean there was no doubt in your mind in response to his question?

* * *

[247] The Witness: I would say that we were generally doubtful about this set of proposals, and that we were doubtful that the intent, and therefore the result would be a written agreement. I would say there is some degree of doubt, however, as to whether or not there would be a written agreement. It is very difficult for me to say whether—

Q. (By Mr. Van Arkel:) I understand it is a difficult question, Mr. Dale, but I am trying to direct your attention now to just one specific matter and that is, conceding you disagree with many of the clauses which were presented, let us suppose that you had found these

clauses acceptable, was anything said or done which gave you any reason to doubt that the International union was prepared to recommend to its locals that these be adopted in the form of a written signed contract?

* * *

[248] * * * A. Well, at the outset of the conference President Randolph announced there were three objections he had in mind in his no collective bargaining policy. One was to preserve the closed shop. Two, was to maintain the jurisdiction they had without any restrictions on it, and three, to preserve the struck work situation that they had enjoyed in previous years.

That was repeatedly stated by Mr. Randolph before these proposals were presented to us. Therefore, in our consideration of these proposals those three points were in our minds. That is why I say that the degree of doubt we had as to whether this would produce a contract is one that is very difficult for me to state.

Q. Well, Mr. Rondolph made it clear, did he not—

A. I might say this, if I answered your question I would [249] have to answer it for five associates and their degrees of doubt may have been different along with mine.

Q. For the moment I am trying to get your statement. Mr. Randolph and the other members of the Executive Council made it clear that these proposals were designed to deal with those problems which they had previously raised with you?

A. That was the indication, when he said that these were what they had prepared for Baltimore or something like that.

Q. You understood, therefore, that the union was presenting these proposals in order to take care of problems which the union felt that it had?

A. I would always give our people across the table that break, yes, sir.

Q. And if these proposals were satisfactory to you, did you have any reason to doubt the union's desire to reduce these to a written signed form?

A. Yes.

Q. You did have doubt?

Q. Even if you had accepted them as presented?

A. Yes.

Q. And did you have any reasons for that?

A. Well, it gets back, Mr. VanArkel, to the statement I have just made, which was a guiding thought in the minds of at least myself, and as my associates expressed themselves, [250] that we had the three point restriction on us from the beginning that nothing we could do to disturb the closed shop or the jurisdiction of the ITU or the struck work provision or protection they had had by any kind of an agreement. So that naturally created doubt as to whether or not we could work a written agreement out of this.

Q. Well, I am afraid that we are not understanding each other exactly, Mr. Dale. I understand your reluctance as you have explained to accept these proposals as drafted, but I am trying to find out whether there was anything said by the union, or anything in the surrounding circumstances which led you to believe that the union, if you accepted these laws, would have refused to sign a contract?

A. Yes, indeed.

Mr. Arnold: May I renew—well, he has answered the question.

The Witness: Yes, indeed, plenty was said. I have tried to be brief in my answers to your questions so as to save time, but I could go on, besides reciting what Mr. Randolph repeatedly stated as to the three point program he had in mind, I could go on indefinitely. For instance, he said in connection with these proposals he was presenting that the Baltimore situation had arisen and that they would "bargain their ears off any place, anywhere, especially where an injunction-happy judge wants to force us to bargain, we [251] will bargain their ears off.".

That created doubt in our minds.

Q. (By Mr. VanArkel:) Where was that said, at this meeting?

A. At this meeting in ITU headquarters in Indianapolis.

Q. Was there anything else in the circumstances that led you to feel that the union was unwilling to sign this, had it been accepted as presented?

* * *

[252] * * * The Witness: Besides the statements I have just quoted from President Randolph, if I scan my memory somewhat I may think of some other statements made during the long period of a couple of days. Besides his constant repeating of the three point program, which he said was his objective with respect to Labor Management Rela-

tions Act, and his constant references to proving anywhere at any time that they would bargain their ears off if they were forced to do it, any other statements that I might recall would be largely repetitious of that, I imagine.

Q. (By Mr. Van Arkel:) Well, now, in any event you made no effort to present any counter-proposal to these proposals?

A. Oh, yes. I think, I don't remember the exhibit number, Mr. VanArkel, but the final offer we made which in my mind would be offer number 4,—in other words, the union submitted two offers and we submitted two—I would say that our first offer was very specific, and I would say that our final offer, which was the final offer, was very specific.

Q. Well, let me phrase the question a little differently, then, Mr. Dale. Did you make any effort to take these proposals [253] which had been submitted by the union and revise the language to meet the objections which you had to the specific clauses?

A. We certainly did. I mentioned that we had more acrominious discussion the night we, as members of the committee, discussed this, than we had had with Mr. Randolph and his associates, and in explanation with that, I would say the reason for being acrimonious was that we had divided up among our committee these proposals and we came back with such a hodge-podge of possibilities and got into arguments as to how long we should keep wasting time on them, that I would say that we gave very careful consideration to these proposals.

* * *

[255] * * * Q. Did your discussion of all these sections result in any kind of a completed document on which you were all in agreement?

A. No.

Q. So that in fact nothing was ever submitted back to the union as a result of your discussion?

A. Yes. We submitted to the union the exhibit that immediately follows this one.

Q. Is that 5-C, a rather lengthy document that was introduced yesterday?

A. That is right.

Mr. Sinsheimer: I suggest you refer the witness to the document to determine as to whether in fact it is the document.

[256] The Witness: The offer to which I refer, Exhibit 5-C, is headed: "Copy of proposal submitted—" well, it is the one that still follows this one.

Trial Examiner Leff: This one? (exhibiting document to the witness).

The Witness: This is the ITU proposal. I don't know. I am not sure of the numbers. It would have to be 5-B. It is 5-B which is the three paragraph proposal.

Q. (By Mr. VanArkel:) You are referring now to Exhibit 5-B?

A. Yes.

Q. I take it in Exhibit 5-B, Mr. Dale, when you stated:

"But these undertakings must be based upon the resumption of traditional collective bargaining relationships with publishers"—

you mean by that to reject the proposals which the union had made?

A. That would be the natural inference.

Q. And in fact, was that stated explicitly, that you felt nothing was to be gained by discussing further the provisions which the union had drafted?

A. I think I testified on that yesterday, Mr. VanArkel, that we stated to the Executive Council we could find no basis in those proposals that had been sent to Baltimore for us to work out an agreement on, and that therefore we [257] were rejecting them. I do not remember the exact language as to the rejection, but it amounted to a form of rejection.

Q. I take it from that point on it was understood between you that the publishers were rejecting those proposals of the union, even as a basis for further discussion?

A. Not as a basis for further discussion so much as a basis for our making an agreement with those exclusively the basis.

Q. Now Mr. Dale—

A. I would like to explain that, Mr. VanArkel.

Q. Please do.

A. I think it is obvious to anybody that those are merely five provisions as to a contract that contains forty or fifty provisions.

• • •

Q. Just to clarify that point, the union had previously explained to you that the Taft-Hartley Act had raised certain problems for the union?

A. Right.

Q. With special emphasis on the three points you mentioned?

A. Yes.

Q. Notably, struck work, jurisdiction and the closed shop?

[258] A. Right.

Q. And you understand, then, that what the union was in effect proposing was that these clauses should protect the union, so far as possible, these clauses to be inserted in an entire agreement, is that not correct?

A. That is right.

Q. Now, Mr. Dale, I would like to ask you some questions about the Newspaper Publishing Industry generally, and specifically I would like to direct these questions to the course of the dealings, both in the industry and between the industry and the union during the years, let us say, of 1945 and 1946.

How was the hiring of new employees, of new printers—how has the hiring of new printers in the newspaper publishing industry been handled, generally?

A. In instances in which a union contract is involved it has been through an agreement negotiated with the union in which the union, as a general rule guarantees that it will supply a sufficient number of men to take care of the requirements of the publishers, and in which the publisher in return therefor agrees to employ only those who are members of that union.

Q. Now what is the actual technique of hiring, assume a vacancy in the composing room, how would that vacancy be filled?

[259] A. By the union supplying another man.

Q. Who would make the request to the union?

A. The foreman.

Q. The foreman?

A. I assume he would. There may be some contract—but that would be the general rule.

Q. The foreman would telephone the union and ask them to send over an additional man or men to fill any existing vacancy or vacancies, is that correct?

A. Right.

Q. Have the foremen traditionally been union members in the industry?

A. That is right.

Q. Now, how about the discharge of printers? How has that been handled?

A. Well, it has been handled almost entirely through locally negotiated office rules, locally negotiated understandings and in the case of a dispute in earlier years the question of firing would come to the Joint Standing Committee. The trend in the last few years, especially the two you refer to, 1944 and 1945, is that it has been almost impossible to get the Joint Standing Committee into any discharge case, because the Executive Council claims what practically amounts to exclusive jurisdiction.

Q. Before we get to the question of handling any appeals [260] from discharges, Mr. Dale, does the foreman also do the discharging?

A. There may be some exceptions, but that is the accepted practice.

Q. That the foreman himself does the discharging?

A. Right: I say "exceptions" only meaning that in some instances he may be designated as the superintendent, or in some instances he may have a different title, but the person in charge of the composing room is usually the foreman.

Q. And he handles the discharge of workers for incompetency or any other reason, is that correct?

A. Right.

Q. Now, let us assume that a man feels that he is unjustly discharged during these years, what are his remedies?

A. His remedy should be, under the contract, to present it to the Joint Standing Committee.

Q. Well, what in fact has been the practice? I take it from your answer that that is not a fact.

A. The exceptions have been increasing so that the union immediately brings pressure on the publisher to rehire the man, claiming he has been unjustly fired, and the Executive Council should take up the matter and decide it.

Q. By "Executive Council" do you mean the Executive Council of the union?

A. Correct, the ITU Executive Council.

[261] Q. And have they, in fact, decided such cases?

A. Well, they have not decided many of them—I say "many of them" they have decided many, but I mean they have not decided many of those cases, because usually so much pressure has been brought on the publisher that he has either rehired the individual, or in some other way made a settlement with him.

• • •

Q. Now, how is the training of printers in the industry handled?

[262] A. Exclusively under the union's jurisdiction.

Q. Let us assume that—

A. Now, I am speaking again of the cases in which there is a union contract giving them jurisdiction over the printers, the training is left to them.

Q. Yes. I would like to have it understood that this whole line, Mr. Dale, is confined to that type of situation?

Suppose a young man wants to become a printer, how does he go about it?

Trial Examiner Leff: We are still talking about 1945 and 1946?

Mr. VanArkel: That is correct.

The Witness: Well, again, I have got to be careful of the answer, Mr. VanArkel: If I were a printer in these towns where there are a thousand or more non-union papers I would immediately go to the publishers and ask for a job, if I were a printer, in one of these towns where there is a union contract with the publisher, and I would come to the plant and apply for a job and I would be referred to the local union.

Q. (By Mr. VanArkel:) What would happen thereafter? Let us take an unskilled man who has ambitions to become a printer?

A. You are asking me again to do a lot of assuming. I might get thrown out on my ear. I might get hired. I don't [263] know what would happen, if they didn't want any more printers which is often times true, I wouldn't have much chance.

Q. If you were hired by the publisher and taken on as an apprentice what would be the next step?

A. I don't think the publisher—are you speaking now of the union contract?

Q. Yes.

A. And you are speaking of 1945?

Q. Yes.

A. The publisher would not be hiring me. He would be referring me to the local union.

Q. You mean because of that there were no open situations in the industry or—

A. No, because of the contract which required that those who were hired would be members of the union.

Q. Well, do you know what the custom of the union has been with respect to the training of apprentices?

A. Well, in plant training, in other words, putting them on the roll for the six-year apprentice course.

Q. What I am trying to get from you, if you know, Mr. Dale, is how does a man get accepted on to the rolls. How does he actually start work? Who gives him the job and who puts him to work?

A. Well, he approaches the plant, either through the publisher or through some of the employees, and if he is accepted by [264] the union that is how he starts work.

Q. Yes. That is, he is actually hired on by the publisher, but with the consent of the union, is that correct?

A. That is correct.

Q. And at that time he then enters on his aprenticeship, is that correct?

A. Where there are union contracts, yes.

Q. Yes. Now, who supervises his apprentice training?

A. It is supervised, as a general rule, by a local committee in the shop where there is a union shop.

Q. That is a union committee, is it?

A. Correct.

Q. And what in general do they do with the apprentice, show him the work, and so forth?

A. That is right.

Q. In addition to that is the apprentice required to receive an education in printing?

A. I don't know. That is stated as one of the requirements as to what he actually receives as to what he actually receives as to education outside of his training in the plant. I cannot testify to that.

Q. Do you—

A. I assume he does, from what has been said.

Q. And do you know whether or not the union sets examinations before a man can be accepted as a journeyman?

[265] A. That is also stated as one of the requirements.

Q. You are not familiar with the course of the examination, are you?

A. No, sir.

Q. Would you say in general that the closed shop agreement has been for the last year traditional in the newspaper publishing industry?

A. No.

Q. What has been the practice?

A. The closed shop agreement has become the custom in the mechanical departments during late years. In the other departments the closed shop agreement is not traditional.

Q. Well again I am trying to confine my questions to the mechanical department, particularly to the composing rooms. Has the composing room traditionally been a closed shop during the last year?

A. Well, traditionally going back a long time—during the last year, did you say?

Q. Yes.

A. Yes.

Q. Well, has there been any period in the industry when the closed shop was not typical?

A. Back just a few years ago, although at that time the average contract with the Typographical Union was a closed shop, there were some which had a modified closed shop, but [266] the overwhelming number was closed shops.

Q. And has been for a great many years?

A. That is right.

Q. Going back perhaps to the Civil War?

A. No, it didn't go back that early, which is a little bit beyond my recollection, but there were very few union contracts, and I think investigation would show that they were not closed shops. I think that if you get into the period of the twenties and thirties it became the prevailing practice.

Q. Mr. Dale, are you familiar with any procedure of the union whereby the employer is given the right to appeal through union channels concerning interpretation or construction of any of the union laws?

A. I assume that it can be said to have that appeal to the Executive Council.

Q. Is that pursuant to the laws of the union?

A. I believe it is.

Q. And have publishers in the past taken advantage of that right to appeal from the interpretation of construction of laws?

A. Yes.

• • •

[267] • • • Q. Was there anything said at the time of your discussions with the International Typographical Union at Indianapolis about the so-called reproduction clause in the agreement, Mr. Dale?

A. A very brief discussion of it.

Q. Do you recall what was said on that subject?

A. Well, traditionally the publishers and my associates on the committee, expressed—Mr. Randolph—expressed the approval of the reproduction method. I think the reason we did not pursue the discussion is that we were hitting the three points, and that reproduction had been an old point of contention with them for years and that we were trying unmercifully to arrive at an agreement on these new issues that were created at that time and that while we discussed reproduction as something we would like to solve it was comparatively minor.

Q. Now, I would like to ask a few questions, Mr. Dale, about the history of the reproduction clause. That clause provides, does it not, local matters to be reproduced?

A. Local advertising matter, yes.

Q. Would you say this was a typical reproduction clause, [268] Mr. Dale? I would like to read you this:

> "It shall be the duty of union members to produce as original matter, and to the same effect and standard, all matter inserted in the paper having the following description:
>
> "Any advertisement originally set within the jurisdiction of aforesaid union; any advertisement, wherever set, advertising the business of any concern that is in the local field, the foreman of the composing room shall make such matter available to be produced within seven days. The union considers it an unfair labor practice for an office to deprive union members of work by requiring or permitting advertisers to supply mats or plates of local advertising. Union members are not required to be a party to such practices."

Is that a more or less typical form of reproduction clause?

A. Yes. I might just, if I may, add to it, that the seven day period varies, of course. That is about as brief as most of them. Some of them are longer.

Q. That is a matter that is subject to local negotiations, is that right?

A. That is right. Then I might add, of course, as to reset you bring into the contract still another provision. Practically all the contracts have the rather lengthy ITU [269] clause on resets which in adopting laws in the contract become a part thereof.

Q. Now, the reproduction—first, let me ask this: I take it that in the process of printing, one of the first operations is the setting up of type from copy which goes to the composing room, is it not?

A. Yes.

Q. And that in turn then is made into a frame?

A. A form.

Q. Into a frame?

A. Right, form.

Q. And then from that a matrix is made?

A. Yes.

Q. What is a matrix, Mr. Dale?

A. Well, you are getting into a technical field. To me a matrix is the metal composition produced by the form—produced from the form.

Q. Well, is it first necessary to take the form and make a matrix from that form before a plate can be cast from the matrix?

A. That is right. The matrix is what finally produces the plate.

Q. So that the first step in the publication of a sheet of newsprint is the preparation of the printed matter, and from that printed matter a matrix is made, is that correct, [270] Mr. Dale?

A. The first step in the mechanical operation, yes.

Q. Yes. And from that a matrix is made?

A. Yes.

Q. What craft makes the matrix?

A. The stereotypers.

Q. And then from that matrix a plate is cast, is that correct?

A. Right.

Q. And what craft makes the plate?

A. The stereotypers.

Q. And then that plate in turn is put on the press?

A. Right.

Q. And is used to run off the newspapers, is that correct?

A. Right.

Q. And when these reproduction clauses speak of mats, they mean matrices, is that correct?

A. I think it would rather depend upon the union laws definition, which is more inclusive than that. It includes the mats, yes.

Q. That would be the common term in the newspaper industry, wouldn't it?

A. That is right.

Q. Now, how many mats can be made from a single type frame?

[271] A. I am not competent to testify on that. I am not a mechanic and I have not been through the composing room.

Q. Do you know whether or not there is more than one process for making matrices?

A. I have heard it, yes, but I would not be competent to testify on the other processes.

Q. And do you know how many plates can be cast from a single matrix?

A. No.

Q. Do you know whether or not this type when reproduced, whether or not that is sometimes held over and used for the making of further matrices?

A. Of my own knowledge I don't know that. I have heard that is so, but I have not seen it done, so I cannot testify as to that.

Q. In any event, I take it that you are aware that the number of matrices which can be made from a single form of type is limited in number, is it not?

A. I assume it is limited. I don't know how much.

Q. And by the same token the number of plates which can be made from any single matrix is equally limited, is it not?

A. I assume so.

• • •

[272] • • • Q. (By Mr. VanArkel:) In a large press room of a newspaper it might frequently be necessary to set type more than once, might it not?

A. What do you mean, reset the same form?

Q. Yes.
A. Yes.
Q. That is to say, if a single advertisement were inserted for several successive days it might be necessary to reset that type?

• • •

[276] • • • for several successive days to reset the type from which the original matrix was made?
A. Yes.

• • •

[277] Q. Now, in cases where it is exempt from reproduction, what is the course of the industry, Mr. Dale? Does the advertiser himself supply mats to the different newspapers?
A. That is one frequent source.
Q. What other practices are there in that respect?
A. I think the exchange of mats has been customary between plants, besides being furnished directly by the advertiser.
Q. That is to say, one newspaper might set an advertisement in New York and supply mats of that advertisement for the [278] national advertiser throughout the country?
A. That is true, or between plants in the same community, they might send the form over with the type set.
Q. Now, are you familiar with an effort, with any successful efforts to exclude the reproduction clause from any agreements between the Typographical Union and the Newspaper Publisher?
A. Yes.
Q. And do you know what agreements they were?
A. They are rare. I would have to strain my recollection. There are very few. Once negotiated they are very difficult to get rid of.

• • •

Q. Let us assume, Mr. Dale, that the reproduction clause were not included in the agreement and let us take Chicago as an example. Assume that a local advertiser desired to advertise in all the Chicago newspapers, how would that be handled in the absence of a reproduction clause?
A. It might be handled any one of several ways. It might [279] be handled by furnishing mats to each one of the plants.

Q. By whom?

A. By the advertiser.

Q. And where would the advertiser have the mats made up, Mr. Dale?

A. It might be in Chicago; it might be elsewhere.

Q. Well, would he have it done in a newspaper shop or in a commercial printing plant, or how?

A. He might have it done in a combination shop, both newspaper and job, or he might have it done in either one of the others, but it would probably be done, I would assume, in the job plant.

Q. Do job plants have, normally, facilities for taking off the mats?

A. I am not qualified to answer that. I have never been representing job plants.

Q. Well, in those places where mats are made up, who usually makes them, the newspaper plant or the commercial plant, or whom?

A. The commercial plant.

Q. The commercial plant?

A. Yes.

Q. So that one way of handling this problem would be that the advertiser would go to a commercial plant and ask that commercial plant to make up the mats, and then send those [280] mats to the different papers, is that correct?

A. Right.

Q. What other ways could it be handled?

A. It could be done by, especially if it was restricted to one city, as I mentioned a while ago, by the form being set in one plant and the form being distributed, being rotated to other plants.

Q. The form itself being sent from plant to plant?

A. Right.

Q. Is there any other method by which it could be handled?

A. Well, it is just technically different. In other words, if it is not a mat, why, it could be a plate, either way.

Q. One of the ways of handling it, I suppose, would be that a single newspaper would set the type and take enough mats, and send them to its competitor newspapers, might it not?

A. Correct.

Q. Wouldn't that be the most normal way of handling it in the absence of such a clause?

A. In the same vicinity, yes.

Q. Does that, in fact, happen at the present time?

A. Yes.

Q. Despite the reproduction clause?

A. Yes.

Q. That is to say, the Chicago Tribune may take off [281] sufficient mats from a plate, or from a form which it has had set and send those mats to its competitors?

A. Well, I don't want to testify as to a specific newspaper. The Chicago Tribune may not do that.

Q. But throughout the industry, that is, I take it, a not uncommon practice?

A. Correct.

Q. Now, is it true, Mr. Dale, that in the industry publishers normally strive to have the makeup of their newspapers uniform, is that right? That is, as to news contents, advertising, and so forth—the makeup?

A. I don't know of any practice to that effect, no.

Q. Who would pay for these mats when they are set up under the circumstances we have been describing?

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[282] • • • Q. (By Mr. VanArkel:) Mr. Dale, before the recess I was asking about who pays for the mats which are run off by a particular newspaper and distributed to other newspapers? How is that handled in the industry?

A. Well, I think the answer would be, obviously it would be different whether it was prepared for the advertiser or prepared—are you talking about a national ad?

Q. Let us first talk about a national advertisement.

A. I must only assume that it is paid for by the national advertiser.

Q. Who in turn distributes the mats around to the different newspapers in which it is to appear?

A. Correct.

Q. Take the position of the local advertiser who pays for the mats there?

A. I don't know.

Q. Do you know whether or not the newspapers which receives the mats compensates the newspaper which has prepared the mats?

A. No, I don't know.

• • •

[283] Q. Is there any change in advertising rate, depending upon whether the advertiser supplies or does not supply the mat?

A. I cannot answer that. I have no contact with the advertising department. I don't know what arrangements they make.

Q. Have you heard of any differences in advertising rates because of the advertiser supplying the mats?

A. No.

Q. Have you heard of any reduction in advertising rates because a newspaper receives a mat from another competitor newspaper?

A. I don't recall hearing any.

Q. Has there been traditionally a clause in agreements between newspaper publishers and the International Typographical Union by which it is agreed that the union will not work on so-called struck goods?

A. The overall word "traditional" is bothersome. I cannot give a precise answer. I can say that there have been a considerable number of contracts in which the struck work provision has been negotiated, but it is negotiated in a different form, it is not always precisely the same.

Q. Has that been consistently one of the objectives of the union, would you say, to have the requirement that its members not work on unfair or struck goods?

A. Yes.

[284] Q. And in general would you say that the publishers have acceded to the inclusion of such clauses in the agreements?

A. It has become more prevalent in the last few years. I don't know how far back it goes to the point where it was not prevalent. The number of struck work clauses negotiated in typographical contracts has been increasing to the point where it has become prevalent.

Trial Examiner Leff: Can we get a definition at this point of struck work?

Q. (By Mr. VanArkel:) Could you define the term "struck work" as it has been used in these contracts, Mr. Dale?

A. I think that the average contract, I will say that they are in different form, but the average provision as negotiated between the publisher and the local union provides that any work that is performed in a plant where

members of the union are on strike shall not be handled in the plant negotiating the contract.

• • •

[288] • • • Q. Is the Chicago Newspaper Publishers Association a member of the American Newspaper Publishers Association?

A. No. The newspapers that are members of the Chicago [289] Newspaper Publishers Association are also members of the American Newspaper Publishers Association, with two or three exceptions.

Q. Are there cases in which associations of publishers are affiliated with the American Newspaper Publishers Association?

A. No, our affiliation is solely between individual members and ANPA.

• • •

Q. Now, in general, Mr. Dale, would you say that the Labor Relations in the newspaper industry, prior to June of this year, let us say, have been on the whole satisfactory?

A. No.

Q. In what respects were they not? I am now speaking of the mechanical departments again.

A. Our relations with all of the unions in the newspaper business have been highly satisfactory, they have been on a very amicable basis, with the sole exception of the International Typographical Union, and that exception began in the summer of 1944, and from the standpoint of the publishers that relationship with ITU has been very unsatisfactory from the summer of 1944 to the present day.

• • •

[290] • • • Q. Has the industry in general, and I include the period since the middle of 1944, been characterized by an absence of strikes?

A. No.

Q. In the mechanical trades?

A. No.

Q. Where have there been strikes?

A. Since 1944 we have had approximately forty strikes initiated by the International Typographical Union which is a greater number than we had in the previous ten years for the same union.

Throughout the war period we had practically no newspaper strikes excepting those of the International Typographical Union. Today we have only eight cities involved in strikes affecting approximately twenty newspapers and those strikes are solely ITU strikes in plants where twenty-five other unions are continuing to publish the newspapers.

We have no other strikes today except ITU strikes.

Q. Subsequent to the meeting which you had with the Typographical Union at Indianapolis, was any effort made to formulate clauses which would meet the problems which the union suggested that it had during the course of those [291] meetings by the ANPA?

A. No, because as I have testified yesterday, in the last half hour of our conference between the committee and the Executive Council in Indianapolis we were exchanging regrets with each other that we had arrived at a hopeless deadlock so far as settling the national situation was concerned.

Q. So it would be fair to say that at no time has the American Newspaper Publishers Association advanced any proposed clauses to meet the problems which the union said it felt it had during the meetings at Indianapolis.

• • •

[292] • • • A. I had not completed. Yes, we have made such offers as were presented to the Executive Council at Indianapolis, and then indirectly by advice from our office to the publishers by supplying them with suggested form contracts to be negotiated locally. We have continued to that extent with our offers. There has been no further change since we left Indianapolis as to the Executive Council itself.

Q. But, for example, did you advance any proposal as to how you thought within the law the jurisdiction of the union might be best protected?

A. You mean at Indianapolis or since then?

Q. At any time?

[293] A. We have time and time again through form contracts distributed to publishers and through advice by correspondence and telephone advised them as to what we thought could be done by giving them specific provisions as examples negotiated by the other unions that we thought could be done likewise with in the ITU.

• • •

Q. Did you propose any clauses at all dealing with the problem of the laws of the International Typographical Union?

A. No. Well, now, I want to—not over all clauses. We have probably a considerable number of instances where we advised them as to the negotiation of a laws' recognition [294] clause, and I will have to change that further, our form contract does have a provision on that contract. The form contract we distributed to the publishers does have a laws' provision in it.

Q. Could you produce a copy of that?

A. I would be glad to.

Q. Have you proposed any clauses which, within the law, would deal with the problem of struck work?

[295] A. No. Our advice to the Publishers, and I know the advice of some union sources has been likewise, to steer clear of any effort to negotiate a struck work clause under the new law.

Q. Or any substitute for a struck work clause?

A. Correct.

Q. Has the American Newspaper Publishers Association ever been signatory to a collective bargaining agreement?

A. Yes. Not in the sense you may mean; in the local wage agreement?

Q. That is what I do mean.

A. No.

Q. The normal thing of covering wages, hours, and working conditions?

A. We have.

Q. You have?

A. We have always steered clear of local collective bargaining agreements, with the idea they would be locally negotiated.

Trial Examiner Leff: Have you negotiated any agreements that might be termed "Master Agreements" covering terms and conditions of employment relating to matters other than local wage rates?

The Witness: Only to the extent that some of those provisions have appeared in international arbitration agree- [296] ments. Very few of them, naturally, get to an international arbitration agreement.

Trial Examiner Leff: Have they taken the form of individual agreements between ANPA and other unions?

The Witness: Oh, yes. Signed agreements between ANPA and the international office of other unions—not between any local.

Trial Examiner Leff: Has the ITU been one of those unions?

The Witness: Yes, in past years.

Q. (By Mr. Van Arkel) In those answers you refer to arbitration agreements, do you not, Mr. Dale?

A. That is correct, and then also agreements that we made during the course of the Newspaper Commission, as to the way we would handle different issues that arose while the Newspaper Commission was alive under the War Labor Board jurisdiction; likewise during NRA days.

Q. Were any of those agreements covering wages, hours, and working conditions?

A. On a local basis, no.

Q. On a national basis?

A. Yes. The Newspaper Commission, during their regime we had some agreements as to the policies we would pursue, and some of those agreements did cover working conditions and covered wages.

[297] Are you now speaking of the NRA days?

A. I am now speaking of the last war, and the Newspaper Commission in operation under the National War Labor Board.

Q. Now, I take it that those agreements did not fix wages, did they?

A. Not specifically as to a locality. They certainly did fix wages by fixing the limits within which wage increases would be granted.

Q. And I suppose also fixed a minimum wage?

A. I don't recall any minimum in any of those agreements with the Newspaper Commission.

Q. This, I take it, was an agreement as to the general policy covering the entire industry, was it not?

A. And specific policies, yes.

Q. It did not purport to set the wages, hours, or working conditions of any particular group of employees?

A. No the overall agreement that I have been testifying to in the Newspaper Commission, but in numerous instances by a specific agreement between the industry member of the Commission, and the labor member of the Commission, and the Chairman of the Commission, we set the local agreement as to all its terms.

Q. Well, that was as a result of specific arbitration on a specific dispute?

A. That was a result of the Newspaper Commission being given [298] complete authority to determine all conditions during the war time in newspaper plants.

Q. Now was the American Newspaper Publishers Association, signatory to that agreement?

A. By the creation of the Newspaper Commission we were. President Baker, who was then head of the International Typographical Union, and I, went to Washington and spent a month alone with the War Labor Board in an effort to create the Newspaper Commission, which was first created as a newspaper panel, and later changed to a Commission, and after we had arrived at what amounted to an agreement with the members of the War Labor Board to effect that result, then the other mechanical unions and the American Newspaper Guild joined with us in an official document creating the Commission.

Q. And was that approved then by the War Labor Board?

A. Correct.

Q. And the Newspaper Commission then operated as an arm of the War Labor Board?

A. Yes.

Q. And with the powers of authority that the War Labor Board vested in it?

A. Subject only to the War Labor Board review of dispute cases.

Q. When did that commission go out of existence, Mr. Dale?

A. Technically, January after the war ended, January, 1946, [299] I would say. As to its effective operation they went out of existence a few months earlier.

Q. I see. Now, outside of that have there been any instances at all in which the American Newspaper Publishers Association has appeared as signatory to what might be called a collective bargaining agreement covering wages, hours, working conditions, and the like?

A. I was not with the Association during the days of the first World War, but the National Recovery Administration had a set-up that was created by agreement between the ANPA and the mechanical unions.

I can locate the document, if it is necessary, but I don't remember the details of it from having read it in later years.

Q. Would you have any authority under your bylaws, or in any other way, to sign a collective bargaining contract on behalf of one of your members?

A. Yes.

Q. And do you recall what provision of the bylaws gives you that power, or what other source gives you that power?

A. The authority vested in the Special Standing Committee by the Board of Directors is to cooperate with the publishers in all of their regulations, and in effecting agreements with unions.

Under that authority our office in Chicago constantly [300] underwrites agreements executed locally, and the head of the International Union, as the case may be, in all cases excepting the ITU today will also underwrite that agreement.

Q. What do you mean by the word "underwrite"?

A. Guarantee its enforcement.

Q. That is to say, in the event of a breach of the contract you could be sued for performance of it?

A. I don't know whether it goes that far or not. I am so sure no publisher would violate it that I have never thought of that.

Q. In any event I am sure you understand the importance of the question.

A. I do, the few times I have thought of it I wondered how much my liability might be.

Q. When you say that it guarantees the performance of the agreement, in what way do you undertake to guarantee its performance?

A. We guarantee the publisher will live up to the terms of the agreement.

Q. What power have you to compel them to do that?

A. As to the power of compulsion, I assume it is limited to submitting the same to the Board of Directors of ANPA for such action as they might deem necessary regarding the individual member who is claimed to have violated it.

Q. And what powers would the Board of Directors then have [301] to compel performance?

A. I don't know of any power they would have, outside of their power to dismiss a member.

Q. The power of expulsion from the Association would be the only thing that they could hold over his head to induce him to live up to the agreement?

A. That is the only one I can think of at the moment.

Q. In fact, have there been any agreements which the American Newspaper Publishers Association has entered into on its own behalf which cover wages, hours and working conditions?

A. May I ask, you mean with whom?

Q. Well, with any group of employees other than its own employees, let us say.

A. No.

Q. So that I take it that from your description of the operation of the Newspaper Publishers Association your powers are substantially power to recommend, are they not, to your members as to the course they shall follow in collective bargaining?

A. Recommend and use every means possible to enforce what is agreed upon.

Q. Well, I take it that you have no power, outside of the power of persuasion, to induce a member to accept any particular type of agreement which you may recommend to them, have [302] you?

A. That is correct. Sometimes we get very persuasive, but that is about the limit.

Q. But in the end after, let's say, discussions with an international union, if you arrive at some general principle, or some clause which should be included in an agreement, your power then is limited to notifying your members of the agreement and persuading them to go along with the agreement that has been reached?

A. Well, that as an overall statment would not be true. There might be some cases in which we would not exercise any persuasion. Some agreements might be executed directly contrary to the principles we are enunciating. There are some being executed today that we would feel are probably in violation of the law and we would persuade them not to do what they have done.

Q. So in fact the individual members of the Association in their labor relations retain complete freedom of action, do they not?

A. Correct.

Redirect Examination.

Q. (By Mr. Sinsheimer) To what extent have the arbitration [303] agreements which were negotiated by the ANPA and the different unions with whom it has ne-

gotiated them been followed or adopted by the members of the ANPA?

A. Of course, adoption depends solely on local adoption by both parties. I would rather have the question on that basis than adopted by ANPA. Many a local publisher wants to adopt it, but the local union doesn't follow through. As adopted by the local parties, I would say that the existing arbitration agreement of the Pressmen is in effect, 80 percent of the newspapers having organized or unionized press rooms.

Q. And to what percent would you say that the publisher members of the ANPA indicated their willingness to adopt the arbitration agreement?

A. 100 per cent. I don't know of any dissident member in that situation. I might add, if I may, Mr. Sinsheimer, that that also represents well over 90 per cent approval by the Pressmen in their referendum of last November.

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[304] • • • Trial Examiner Leff: Well, in view of the questioning on cross examination I shall now receive Board's Exhibit No. 3.

(The document heretofore marked Board's Exhibit No. 3 for identification was received in evidence.)

Q. (By Mr. Sinsheimer) To your knowledge when were the laws of the International Typographical Union first included in contracts between publishers and local unions of the International Typographical Union?

[305] A. From my knowledge of the records?

Q. That is right.

A. I would say well before the present century. You are asking about the first appearance of the laws in a contract with the ITU?

Q. That is right.

A. And not as to the overall general acceptance of the laws, merely when they first appeared in some form in the contracts. That would be before 1900.

Q. When did they appear in the bulk of the contracts with the ITU?

A. In limited form they appeared in the bulk of the contracts with the ITU during the twenties, 1920 to 1930.

Q. When you say "in limited form," just what do you mean?

A. With restrictions in some cases that the terms of the contract would be paramount; in other cases that they recognize laws of a certain year, except certain specified laws; and in other cases where they recognize laws of a much earlier year than the year the contract was executed; and in still other cases where they recognized the general laws of ITU, or the local laws of ITU, rather than both. There were numerous exceptions to limitations.

Q. Now, just what was the dispute which occurred in about 1922 or 1924?

A. That was a dispute solely over exemption of the laws of [306] International Typographical Union from arbitration; the dispute as to recognition or adoption in the contract of the ITU laws did not become a paramount issue until 1944.

Q. And what was the dispute about in 1944, as distinguished from 1924?

A. Two different points. One, the sixpoint program I mentioned in my testimony yesterday that was promulgated as the policies of the International Typographical Union Executive Council, and two, the increasing number of publishers who objected to the demand of the ITU that blanket recognition of laws to be enacted in the future would apply to the contracts already executed.

Q. At the time of the meeting of September 25th and 26th, at which you said that you had some doubt, in response to Mr. Van Arkel's question, as to whether the union would enter into a contract or not, had you had any previous communications with the union, that you can recall, with respect to that matter?

A. Yes. We had numerous communications with the union, by the circulars they distributed generally, which were to the effect that a written contract would not be executed anywhere.

Q. And had you read the letter which is now in evidence as Board's Exhibit 4-A prior to that meeting?

A. Yes. I testified yesterday in answer to a question as to one paragraph in that letter, which was to the effect that a [307] written contract could not emanate from the ITU.

I testified to the effect that that statement in the letter received from Mr. Randolph was in accordance with everything that happened at the subsequent meeting with the Executive Council at Indianapolis.

Q. Were you also acquainted at that time with the policy enunciated by the union at a convention in Cleveland in August of 1947?

A. Yes. That policy was announced in press reports, and in the International Typographical Journal, and otherwise, to the effect that the ITU had promulgated a no collective bargaining and a no contract policy, which was notice to ANPA to that effect.

* * *

[314] * * * Q. (By Mr. Sinsheimer:) Now, with respect to the matter of the clauses relating to reproduction, isn't there some variation [315] in those clauses from newspaper to newspaper, at times?

A. A great deal. A variation not only as to the time within which the type is to be reset, but also a variation as to the extent to which the reproduction shall be permitted.

Of course, as I have testified here earlier, regardless of those provisions, if the ITU general laws on reproduction are also adopted as part of the contract, naturally they apply also.

Q. In other words, the ITU general laws are, in so far as they have provisions relating to reproduction, and are part of the contract, are also a limitation or addition to the contract provision relating to reproduction?

A. That is right. Many disputes have arisen under the specific reproduction clause of a contract because of its relation to the general laws on reproduction.

Q. Now, are the struck work clauses of the contracts always the same?

A. No. There is great similarity as to the struck work clauses, but they also vary.

Q. In other words, there is a similarity, but there may be variations in some localities?

A. That is true, which would be the natural outcome of being negotiated locally and oftentimes affected by different conditions in a locality than exists elsewhere.

As an example of that, there would be a small plant far [316] removed from some larger plant, where neither party might feel they cared about the struck work provision.

* * *

[317] * * * Q. (By Mr. Sinsheimer:) Mr. Dale, to your knowledge, what percentage of the contracts which the

publishers have with local unions of the International Typographical Union contain struck work clauses?

* * *

The Witness: I don't want to be too precise in naming the exact percentage. It is by far the majority of them.

Q. (By Mr. Sinsheimer:) And with reference to clauses relating to reproduction, to what extent are such clauses contained in contracts between publishers and local unions of the International Typographical Union?

A. The same is true to an even greater extent. The vast majority of them contain the reset clause.

* * *

[318] * * * Q. I believe you testified that on some occasions the ANPA has guaranteed the performance of local agreements, is that right?

A. Yes, they call it the underwriting clause.

Q. Approximately what percentage of local agreements within the year prior to August 22, 1947, were underwritten by the ANPA?

A. ITU contracts?

Q. Yes.

A. There hasn't been any underwriting of ITU contracts by ANPA since 1944, at the time the six point program was promulgated. At that time the Executive Council announced that they had broken off relationship with ANPA on an international basis, and although after that announcement of the Executive Council, the ITU president, Mr. Randolph, [319] continued to do some underwriting, ANPA was woefully ignored from there on and was not asked to participate in underwriting.

Q. Have you continued to underwrite agreements of other unions?

A. Yes.

* * *

Q. (By Mr. Arnold:) You were asked to testify what you and your organization had done in order to enable the ITU to solve the problems which were imposed on it by the passage of the Taft-Hartley Act. What are those peculiar problems imposed on the ITU?

A. Well, as announced by President Randolph, both to ANPA in conferences and publicly, the three point proposition of the closed shop, jurisdiction, and struck work.

Q. Are those problems imposed on the ITU any different than the problems imposed on any other union in the newspaper industry?

A. No. In fact, I would say that it has been solved in [320] the other unions, because we have continued negotiations of contracts with them.

Q. What is the problem created by the closed shop?

A. In our view, the problem of violating the law.

Q. What sort of problem does the struck work clause involve?

A. The same.

Q. And the bogus work?

A. The same.

Q. You were asked to testify as to the varying degrees of your doubt whether or not a contract would have been signed by Woodruff Randolph in the event that you acceeded to his demands. Now I want to ask you if you have any doubt whether or not a contract could have been signed, or would have been signed which would have been valid under the Taft-Hartley Act, by Mr. Randolph?

A. No doubt at all.

Trial Examiner Leff: May I ask a question at this point?

Mr. Arnold: Yes.

Trial Examiner Leff: In your opinion, would a contract have been signed had the publishers been willing to acquiesce in these various clauses submitted by the ITU, which the publishers found objectionable?

The Witness: If I understand the question correctly, Judge, would the publishers have done that or would ANPA have done that?

[321] Trial Examiner Leff: Would ITU have signed a contract, in your opinion, had the publishers acquiesced in the ITU proposals?

The Witness: I think I answered that earlier to Mr. Van Arkel. I have sufficient confidence in the people across the table from us so that in offering it to us, I think they would have signed it.

Q. (By Mr. Arnold:) In other words, had the publishers been willing to disregard the advice of counsel and violate the law, you think a contract might have been signed?

* * *

[322] * * * Q. (By Mr. Arnold:) Your position is, and I am simply trying to clarify your answer about this degree

of doubt, that it was impossible during any period of this negotiation to arrive at a contract which would not have been in violation of the Taft-Hartley Act?

A. Precisely.

• • •

[323] Q. Provision 3, which you were examined on, the first sentence reads as follows: "The party of the first part recognizes that the party of the second part cannot compel members to work with non union printers," thereby giving the inference that if non union printers were in the shop they would not work. If that is the inference, is it true?

Mr. Van Arkel: I don't think that is even a question, Mr. Examiner. Object to it.

Mr. Arnold: I will rephrase the question. I don't mind rephrasing the question.

Q. (By Mr. Arnold:) Is it true that printers are unwilling over the country to work with non union printers?

A. Correct.

• • •

[327] • • • Q. (By Mr. Arnold) You testified about the existing strike situation on cross examination?

• • •

A. Yes.

Q. I thought you covered it, but do you have anything to add to your testimony?

A. In addition to my having stated that all strikes now in effect against newspapers are ITU strikes, which publication the papers are continuing by the cooperation of more than 20 other unions, I could add that the issue is the same in each instance, failure to arrive at the agreement producing a contract.

I might add that those strikes specifically are at Chicago, Illinois, Hempstead, Long Island, Abilene, Texas, Bartlesville, Oklahoma, Wisconsin Rapids, Wisconsin. I [328] may have failed to mention some. There are eight cities now effected by ITU strikes.

• • •

[329] • • • Q. (By Mr. Arnold) Well, what are the facts with respect to the consequences to an employer of a newspaper strike?

A. Aside from the effect on the desirable good relations between employees and employers, which is one of the first considerations and which is always damaged by

a strike, one of the most damaging features is the effect on circulation which has often been expressed in the phrase, "There is nothing deader than yesterday's newspaper". In other words, you can't warehouse the paper and sell it later as you can some other commodity.

There is likewise the effect on future collective bargaining which, in the newspaper business, is a local institution as distinguished from industry-wide-bargaining, and, therefore, the damage is brought home to the individual plant and the individual publisher and the individual union members involved in the work stoppage.

• • •

[330] • • • *Recross Examination.*

• • •

[334] • • • Q. Has the industry had any objection to foremen being members of the union?

A. Yes.

Q. They have had?

A. Yes.

Q. Has that objection been expressed at any time?

A. On numerous occasions, and it has always been overcome by settlement and negotiations, so that the contract provided for it.

Q. Provided that foremen should be and remain members of the union?

[335] A. Right.

Q. And that, you say, has been traditional in the agreements existing previous to this time?

A. Right.

Q. Did you raise any question about the foremen in the discussions that you had in Indianapolis?

A. That was raised by President Randolph. I think his—of course, his objection was obvious, the same objection he had to the closed shop itself. As to what he said about the foremen being non-union men, as best I recall it, it was that he thought that failure to retain union foremen would further endanger the desire to preserve the closed shop. That summarizes it. I can't recall exactly his language.

Q. What, if any, position did you express at that time with respect to that problem?

A. We expressed agreement with him that that could be the effect. We expressed agreement with him that we

could perfectly understand his reason for that opinion. We added to it two observations, one, that the law precluded our making any agreement that would meet his wishes as to union foremen.

Q. Was that your understanding, that you were precluded from requiring foremen be union men?

A. That is right.

Q. Go ahead. I am sorry I interrupted you, Mr. Dale.

A. And secondly, that we could not think that a subject that [336] had been reserved to collective bargaining heretofore should be one we would make a recommendation for all publishers in general as connected with the new federal law.

Q. That is, this, again, was a problem that you felt should be reserved for local negotiations?

A. That is right.

Q. Do you know whether or not there are members of your organization who have no objection to foremen remaining union men?

A. I am confident there is a very substantial number of publishers who have no objection.

* * * * *

Q. Have some publishers voiced to you objections to foremen remaining union members?

A. That is right.

Q. Could you give us any proportion in the sampling you have taken?

A. The only proportion I would give would probably be that less than 5 per cent of the publishers have ever brought the question up to me, and the division as to the 5 per [337] cent of the publishers—there might be 50-50 out of the 5 per cent who have discussed it.

Q. But by and large, there has not been a very burning issue on this during the time?

A. No, because it was long since settled through the new law under negotiations.

Q. I mean, during the time that you were with the Publishers Association, this has not been a ranking issue, continually?

A. No.

Q. After the Indianapolis meetings, did you issue advice or recommendations to the members of your organization that they should not enter into any condition of employment and should not agree to the form, P6(a)?

A. Yes.

Q. Did you also advise the publishers or recommend to the publishers that they not undertake to discuss wage issues until the agreement had been reached that the union would enter into a long term agreement?

A. I think the record will show we covered that as fully as possible this morning, as fully as I possibly could, to the effect that in certain situations where it had already developed that local collective bargaining had stopped because of the union's refusal to agree, that they would pursue bargaining on other issues than wages, that we [338] advise publishers in such instances not to make a specific wage offer until the local union had agreed they would pursue bargaining to the extent of arriving at an agreement on all issues.

* * *

[339] * * * REESE J. HIGHFIELD, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

* * *

[340] * * * Q. Will you state what your occupation is?

A. I am a linotype operator.

Q. And how long have you been a linotype operator?

A. Oh, approximately twenty-five years.

Q. Where are you presently employed?

A. Akron Beacon Journal.

Q. And that is Akron, Ohio?

A. That is right.

Q. And are you a member of the International Typographical Union?

[341] A. Yes, sir.

Q. How long have you been a member of that organization, Mr. Highfield?

A. About twenty-three years.

Q. Do you presently belong to a local union of the International Typographical Union?

A. Yes, sir.

Q. What local union?

A. Akron Typographical Union, 182.

Q. Do you hold any office in that union?

A. Secretary-treasurer and business agent.

Q. How long have you been the secretary-treasurer of Akron Local Union 182?

A. About eight years.

• • •

[342] • • • Q. Do you have with you the Typographical Journal for the months of December, 1944, April, 1945, March, July, August, September and October, 1947?

• • •

[343] • • • A. Yes, I have.

Q. Will you produce those, please?

A. What was the first date?

Q. December, 1944.

A. Here it is.

Q. Will you state for the record how this document which is in my hand, which I will ask the reporter to mark as Board's Exhibit 7 for identification, came into your possession?

(Thereupon the document above referred to was marked Board's Exhibit No. 7 for identification.)

The Witness: It came through the mail.

• • •

[345] • • • Q. Now, can you state for the record what the Typographical Journal is?

A. It is the official publication of the organization.

Q. Now when you say "it is the official publication of the organization" is that issued pursuant to any provisions [346] of the laws of the organization?

A. That is right, provided for in the constitution.

Q. Now, with respect to this document we only are referring to one page of the document and that, for the purpose of showing certain background material. That is page 318.

Mr. VanArkel: Are you going to offer this, Mr. Sinsheimer?

Mr. Sinsheimer: Yes.

Mr. VanArkel: We object to the offer of it, Mr. Examiner, on several grounds, first, on the ground it is irrelevant, second, on the ground that it relates to internal affairs of the International Typographical Union, third, on the ground that these are merely expressions of views, arguments or opinions within the meaning of Section 8-C of the Taft-Hartley Act, and further, on the ground that

this matter is presently at issue on the subpoena which has been served on the International Typographical Union.

* * *

[358] * * * Trial Examiner Leff: That is not what I am so clear about. I don't know whether 8-C is an exclusionary rule of evidence or whether it is a part of the substantive law. If it is a part of the substantive law, then it seems to me it may be received in evidence, but if on the record as a whole it is finally determined that it is a mere expression of the view, opinion or an argument, it may not be considered to support an unfair labor practice. Frankly, I don't read that section to mean that views, arguments or opinions may not be received in evidence as a rule of evidence in the first instance.

Mr. VanArkel: Let me again call your attention to Senator Taft's answer to Senator Pepper. Senator Taft said:

> "The Conference report deliberately excludes statements of that sort."

He did not say that the Board can't rely on them. He [359] said it excludes them. He said "excludes statements of that sort and unless the statement contains an actual threat, thereby depriving the Board of the full evidence in the case"— and Senator Taft said:

> "So long as the Board has a statement of that kind the employers' mouth is practically shut"

again indicating his agreement with Senator Pepper's views, that these matters were not admissible in evidence. I think it is clear on the face of the statute and clear from the history that this is an exclusionary rule of evidence, that it is deliberately designed to make this type of evidence irrelevant in unfair labor practice cases.

* * *

[361] * * * Trial Examiner Leff: I have heard enough argument. I am going to overrule the objection and I want to make my reason clear on the record. My primary reason is that I do not interpret Section 8-C as an exclusionary rule of evidence, and in receiving this document and in receiving others like it that may be later offered, I do not necessarily determine whether or not it comes within the provisions of 8-C. Before I can make any such final determination I shall want to examine the record as a whole and determine from the record as a whole whether

these documents are, in fact, views, opinions, arguments or whether they are something else, such as instructions.

• • •

[363] • • • Trial Examiner Leff: Yes. I am receiving the page, and as I stated before, by receiving it I am not determining that it may be considered as evidence of an unfair labor practice. That determination is being reserved.

(The document heretofore marked Board's Exhibit No. 7 for identification was received in evidence.)

Mr. Sinsheimer: I think unless there is some desire to have the Journal in evidence, I would offer this page in place of the entire Journal.

Trial Examiner Leff: Well no objection is made. You identified the Journal as such?

Mr. Sinsheimer: That is right.

Trial Examiner Leff: Unless there is some objection I certainly have none to having only the one page received.

Mr. Sinsheimer: That is right, and in place of the entire Journal I will offer as Board's Exhibit 7-A what appears in the Journal as page 318 of the Journal and previously identified as Board's Exhibit 7 being Typographical Journal of December, 1944.

(Thereupon the document above referred to was marked Board's Exhibit No. 7-A for identification.)

Mr. Sinsheimer: I am withdrawing that, Board's Exhibit 7 and offering as Board's Exhibit 7-A page 318 of that Journal.

[364] (The document heretofore marked Board's Exhibit No. 7-A for identification was received in evidence.)

(The document heretofore received in evidence as Board's Exhibit No. 7 was withdrawn.)

Q. (By Mr. Sinsheimer:) Have you the Typographical Journal for the month of April, 1945?

A. Yes.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-B the document entitled "Typographical Journal, April, 1945."

(Thereupon the document above referred to was marked Board's Exhibit No. 7-B for identification.)

Q. (By Mr. Sinsheimer:) I will ask you, Mr. High-

field, how this document dated April, 1945, marked Board's Exhibit 7-B came into your possession?

A. Through the mail.

• • •

[366] • • • A. The answer is yes.

Q. Do you know to whom this Journal is distributed?

A. Distributed to all the members.

Q. Of the—

A. International Union.

• • •

[368] • • • Mr. Sinsheimer: There was previously marked for identification as an exhibit the Typographical Journal of [369] April, 1945 as Board's Exhibit 7-B. As I stated before we are interested only in pages 206 to 208 thereof, and in lieu of Board's Exhibit 7-B for identification I ask to withdraw that and place in lieu thereof pages 206 to 208, what had been marked as Board's Exhibit 7-B being the Typographical Journal for April, 1945. The first page is headed: ANPA Forces Abandonment of Historic Collective Bargaining."

Trial Examiner Leff: Any objection as to the substitution?

Mr. VanArkel: No objection to the substitution, Mr. Examiner. I take it that it is understood all of the objections previously voiced go to each of these in turn and that we have a standing objection?

• • •

Mr. Sinsheimer: As Board's Exhibit 7-C I previously identified as page 131 of the March, 1947 Typographical Journal the original of which has been produced. That is headed: "Doing what Comes Naturally."

(Thereupon the document above referred to was marked Board's Exhibit No. 7-C for identification.)

Mr. Sinsheimer: As Board's Exhibit 7-D for identifica-[370] tion, pages 12 and 13 of the July, 1947 issue of the Typographical Journal which has been produced, headed "The Federal and State Laws Against Closed Shops."

Trial Examiner Leff: What is the date of that, again?

Mr. Sinsheimer: July, 1947, pages 12 and 13.

(Thereupon the document above referred to was marked Board's Exhibit No. 7-D for identification.)

Mr. Sinsheimer: As Board's Exhibit 7-E for identification, pages 108 and 109 of the August, 1947 issue of the Typographical Journal which has been produced, this ex-

hibit headed: "Our Established Conditions versus Theories."

(Thereupon the document above referred to was marked Board's Exhibit No. 7-E for identification.)

Mr. Sinsheimer: As Board's Exhibit 7-F for identification, pages 171, 172, 175, 176, 177, 178, 179 and 223 and 224 of the Typographical Journal for September, 1947 which Journal has been produced.

Page 171 is headed: "Collective Bargaining Policy".

Page 175 is headed: "The 89th Convention Adopts Constructive Legislation."

Page 178 is headed: "Convention in Accord on Collective Bargaining Policy", and pages 223 and 224 bear no heading but involve a discourse between Judge Padway and Mr. Galvin. Now, with respect to these latter two pages it may be that I should put into evidence the entire Journal to make it [371] clear what these two pages are. I have a copy that I can do that with and this will be the only issue of the Journal, and I think we would offer in addition since the pages do not appear to be too clear by themselves, accordingly, I would also like to have marked for identification as Board's Exhibit 7-F-A the Typographical Journal for the month of September 1947 in addition to the specific pages referred to.

(Thereupon the documents above referred to were marked Board's Exhibits 7-F and 7-F-A for identification.)

* * *

[372] Mr. Sinsheimer: As Board's Exhibit 7-G, pages 292, 293, 295, 296, 297, 298 and 299, 300 and 301 of the October, 1947 issue of the Typographical Journal which has been produced. The first of these pages is just a copy of the letter of September 9th to Mr. Randolph from Mr. Dale. The second a copy of the letter of September 10th from Mr. Randolph to Mr. Dale. Page 295 is headed: "By their Fruit Ye Shall Know Them."

* * *

[373] (Thereupon the document above referred to was marked Board's Exhibit No. 7-G for identification.)

Mr. Sinsheimer: Now, I understand that counsel has stipulated that these are genuine excerpts from issues of the Typographical Journal subject to the various objections he has made.

Mr. Van Arkel: I don't think that exactly phrases the stipulation, Mr. Sinsheimer. What I have stipulated to, I believe, is that these are accurate reproductions of the pages of the documents produced by the witness.

Trial Examiner Leff: And with respect to all of them I understand you are making the objections, one, that they are irrelevant; two, that they are inadmissible because they relate to internal affairs of the union; three, that they are inadmissible because they express views, opinions and arguments within the contemplation of the Section 8-C of the Act, and did you have any further objection?

Mr. Van Arkel: Yes, I am sure I did, but I seem to have forgotten. Oh, yes, of course. The fact that these matters are presently or will be very shortly, we are told, pending before the District Court for determination.

Trial Examiner Leff: Yes, I had forgotten that. Those objections will be deemed made with respect to each of the exhibits now offered.

The objection is overruled on the basis of the statement [374] I made in overruling the objection to 7-A, and Exhibits 7-A through 7-G, inclusive are hereby admitted in evidence.

(Thereupon the documents heretofore marked Board's Exhibits 7-B through 7-G inclusive were received in evidence.)

* * *

[378] * * * Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-H for identification a paper consisting of one page headed "Official Communication from International Typographical Union," and it is entitled, "Regarding Extension and Amendment of Existing Contracts and Negotiation of New Contracts before August 22, 1947,"

(Thereupon the document above referred to was marked Board's Exhibit 7-H for identification.)

Q. (By Mr. Sinsheimer) From whom did you receive this document, Mr. Highfield?

A. The first vice-president, Larry Taylor.

Q. That is, Mr. Larry Taylor is first vice-president of what organization?

A. International Typographical Union.

[379] Q. You received Board's Exhibit 7-H from Mr. Taylor?

A. Yes.

Q. Was that in person or by mail?
A. By mail.

• • •

[381] • • • Mr. Sinsheimer: I think we should. I will ask that this document be marked Board's Exhibit 7-J for identification. It consists of two pages printed on both sides and is headed Conditions of Employment and bears the following notation "P2-847-4M."

• • •

(Thereupon the document above referred to was marked Board's Exhibit 7-J for identification.)

Q. (By Mr. Sinsheimer) Now, Mr. Highfield, the document which has been marked as Board's Exhibit 7-J for identification, from whom was that received?

A. Why it came from the office of the International President, Woodruff Randolph, under date of August 19th.

• • •

[382] • • • Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-K a series of five documents, each headed "Eighty-ninth Session of the International Typographical Union, Cleveland, Ohio, Aug. 16-22, 1947." The first is headed "First Day;" the second, "Second Day;" the next, "Third Day;" and the next, "Fourth Day;" and the last, "Fifth Day."

• • •

[383] • • • (Thereupon the documents above referred to were marked Board's Exhibit 7-K for identification.)

• • •

Q. (By Mr. Sinsheimer) How did you obtain possession of Board's Exhibit 7-K?

A. Referring to the minutes?

Q. Yes.

A. Those are printed at the convention from day to day like, for instance, the first day's proceedings are printed [384] and placed at the delegates' places on the convention floor at the beginning of the next session and so on during the entire week. We print our proceedings as things transpire.

• • •

Mr. Sinsheimer: I will ask the reporter to mark that as Board's Exhibit 7-L for identification, which is a book-

let entitled "Book of Laws of the International Typographical Union, Effective January First, 1947."

(Thereupon the document above referred to was marked Board's Exhibit 7-L for identification.)

Q. (By Mr. Sinsheimer) I will ask you, Mr. Highfield, how Board's Exhibit 7-L, the Book of Laws, came into your possession?

A. Why, they are sent out from the International headquarters from Indianapolis. For instance, my union having two hundred or more members, they sent us approximately half that number. That is one of the hundred copies [385] we received not quite a year ago.

* * *

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-M for identification a document entitled [386] "Changes in the Laws Adopted by the Eighty-ninth Session of the Typographical Union" held at Cleveland, Ohio, on August 16th to 22d, 1947.

(Thereupon the document above referred to was marked Board's Exhibit 7-M for identification.)

Q. (By Mr. Sinsheimer) How did you receive this document, Board's Exhibit 7-M?

A. Two different ways. I picked up a couple of copies before leaving Cleveland inasmuch as that is where they were printed, after the close of the convention, and then also through the mails from Secretary Hurd's office.

* * *

Q. Referring to Board's Exhibit 7-L for identification and Board's Exhibit 7-M for identification, do those two [387] documents with the changes indicated in Board's Exhibit 7-M contain the constitution, by-laws, general laws and resolutions of the International Typographical Union presently in effect?

A. Are they in effect?

Q. Yes.

A. You might say that—I will have to kind of qualify the statement in this respect. The International Union law provides that the by-laws and general laws, resolutions and other matters may become adopted at the convention but they don't become effective until January 1st following.

Q. My question is, do these two documents, Board's Exhibit 7-L for identification and Board's Exhibit 7-M for identification, with the changes as made in Board's Exhibit 7-M, presently contain or contain the constitution, by-laws, the general laws and the resolutions of the International Typographical Union which are now in effect?

A. They became effective as of January 1st this year.

Q. That is the changes in the laws became effective, is that right?

A. That is right.

• • •

[388] • • • Q. (By Mr. Sinsheimer) Now, we have asked you to produce Postcard Bulletins No. 78 and including 101 issued by the union commencing about the latter part of June, 1947, and also Postcard Bulletin No. 106 issued by the International Typographical Union. Do you have those post card bulletins?

A. No. 78 to 101?

Q. Yes.

A. Yes. And 106, is that right?

Q. Yes.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-N for identification a series of cards which contain on one side a United States Government postcard addressed to Reese J. Highfield, 34 South High Street, Akron, Ohio, and bearing various dates on that side, and on the reverse side are headed "Please Post," and Postcard Bulletin No.—first is Postcard Bulletin No. 78, the second is Postcard Bulletin No. 80, the next is Postcard Bulletin No. 81, the next is Postcard Bulletin No. 83, and then including in this series of Postcard Bulletins numbered 84 to and including 101.

I think we should have them marked in accordance [389] with the Examiner's suggestion as follows: We will have Postcard Bulletin No. 78 marked 7-N-1; No. 80, 7-N-2; No. 81, 7-N-3; No. 83, 7-N-4; No. 84, 7-N-5; No. 85, 7-N-6; No. 86, 7-N-7; No. 87, 7-N-8; No. 88, 7-N-9; No. 89, 7-N-10; No. 90, 7-N-11; No. 91, 7-N-12; No. 92, 7-N-13; No. 93, 7-N-14; No. 94, 7-N-15; No. 95, 7-N-16; No. 96, 7-N-17; No. 97, 7-N-18; No. 98, 7-N-19; No. 99, 7-N-20; No. 100, 7-N-21; No. 101, 7-N-22; and also Postcard Bulletin No. 166 as 7-N-23.

(Thereupon the documents above referred to were marked Board's Exhibits 7-N-1 to 7-N-23, both inclusive for identification.)

* * *

[391] * * * Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-0 for identification the document headed "International Typographical Union, From the Office of Don Hurd, Secretary-treasurer," and entitled "Steps in Collective Bargaining." This consists of what appears to be four pages in all.

(Thereupon the document above referred to was marked as Board's Exhibit 7-0 for identification.)

* * *

[392] * * * Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-P for identification a letter which bears date of October 6, 1947, on the letterhead of the International Typographical Union, addressed to the Officers and Scale Committee of All Subordinate Unions, and what appears to be a rubber stamp of Woodruff Randolph, President. It has a rubber stamp signature.

(Thereupon the document above referred to was marked Board's Exhibit 7-P for identification.)

* * *

[393] * * * Q. (By Mr. Sinsheimer) I believe you stated that certain other papers were included with this letter which refers to certain other documents. Now, what other papers were included with this letter?

A. The form here entitled with the word "Agreements" [394] and marked P-6(a), 10-47, 1,000—

Q. Is that the original or copy of Form P-6(a), proposed contract, which we have asked or called upon you to produce under this subpoena?

A. Is this the original?

Q. Is that the P-6(a) proposed contract form which we have asked you to produce pursuant to the subpoena?

A. I would say this is the one; a part of that letter.

Q. And that was received, that is, this P-6(a) form contract which you have handed me and which I am asking the reporter to mark as Board's Exhibit 7-Q for identification, was received with the letter dated October 6th,

which has been marked Board's Exhibit 7-P for identification?

A. That is right.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-Q for identification a document of four pages headed "Agreement" and on the first page of which appears numbered paragraphs, numbered from "A" to "I", and which bears the following notation at the bottom of what might be considered the last page, "P-6(a) 10-47-1000."

(Thereupon the document above referred to was marked Board's Exhibit 7-Q for identification.)

Q. (By Mr. Sinsheimer) This Board's Exhibit 7-Q, then, was also received from the International Union, is that right?

[395] A. Yes, from the office of Woodruff Randolph.

Q. Now, do you have the original or copy of Form P-2(2), entitled "Short Form of Conditions of Employment," issued by the International Union, which is called for in the subpoena?

A. P-2(2)?

Q. P-2(a).

A. Yes.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-R for identification a document headed "Conditions of Employment," which at the bottom bears the notation "P-2(a)-10-47-2000."

(Thereupon the document above referred to was marked Board's Exhibit 7-R for identification.)

Q. (By Mr. Sinsheimer) How did the document which has been identified as Board's Exhibit 7-R come into your possession?

A. That was a part, along with the letter which you asked for there, P-6(a) and P-2(a), all in the same mailing piece from the office of Mr. Randolph.

* * *

[396] * * * Q. Do you have the original or copy of letter dated October 7th addressed to Officers and Members of All Subordinate Unions of the International Typographical Union, which refers to two forms, entitled "Short Form Conditions of Employment" and "Form P-6(a)," and is reportedly signed by Woodruff Randolph?

A. You say it was addressed to Officers and Members

of All Subordinate Unions of the International Typographical Union?

Q. And dated October 7th.

A. It is not a letter. It is a printed form bearing his signature. It is a printed form.

Mr. Sinsheimer: Well, we called for the production of this document.

I will ask the reporter to mark as Board's Exhibit 7-S for identification a document dated October 7, 1947, addressed to the Officers and Members of All Subordinate Unions of the International Typographical Union, and bearing the printed signature of Woodruff Randolph.

(Thereupon the document above referred to was marked Board's Exhibit 7-S for identification.)

• • •

[397] • • • Q. Do you have the document which is called for in the subpoena entitled "Explanation of Change in Strategy because of Attack of National Labor Relations Board Counsel against our Collective Bargaining Policy?"

A. Yes.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 7-T for identification a document of one page entitled "Explanation of Change in Strategy because of Attack of National Labor Relations Board Counsel against our Collective Bargaining Policy."

(Thereupon the document above referred to was marked Board's Exhibit 7-T for identification.)

• • •

[398] • • • Mr. Sinsheimer: I believe that completes the identification of the exhibits which we propose to introduce, those being Board's Exhibits 7-H through 7-T, inclusive.

Trial Examiner Leff: Except for 7-I, which you have withdrawn.

Mr. Sinsheimer: That is correct, except for 7-I which has been withdrawn.

I will now offer Board's Exhibits 7-H through 7-T, inclusive, except for 7-I, in evidence.

Mr. Van Arkel: I think we stated our objections fully on the record yesterday, Mr. Examiner. I have no wish to repeat them but I would make the same objections that

[399] were made yesterday to the introduction of these documents.

Trial Examiner Leff: The Trial Examiner makes the same ruling as he made yesterday.

The exhibits proffered by Mr. Sinsheimer are admitted.

(The documents heretofore marked Board's Exhibits 7-H and 7-J to 7-T, both inclusive, for identification were received in evidence.)

• • •

[400] • • • (By Mr. Sinsheimer) Mr. Highfield, do you know how the Typographical Journal is distributed to members of Akron Local Union 182?

A. To the individual member?

Q. Yes.

A. Through the mails from the ITU.

[401] Q. Who pays for the distribution of that magazine?

A. It all comes out of the general fund of the ITU.

• • •

[404] • • • *Cross Examination*

• • •

[426] • • • (By Mr. Van Arkel) Mr. Highfield, has Akron local, or you representing the Akron local, entered into agreements with publishers or commercial printers in Akron since the adoption of the convention policy?

• • •

[427] • • • A. We have contracts in Akron, yes, in both the newspaper and the commercial industry.

Q. And when were they entered into?

A. One is before the so-called dead line on the Taft-Hartley Law—

Q. Which one was that?

A. That was the newspaper.

Q. And what was the date of that agreement?

A. August 19.

Q. Of 1947?

A. Right.

Q. Have you entered into a contract in the commercial field?

A. We have.

Q. And what was the date of that agreement?
A. November 12.
Q. 1947?
A. That is right.
Q. Were you a signatory to both of those contracts? Did you sign both agreements?
[428] A. My name appears upon the commercial contract.
Q. But not on the newspaper agreement?
A. On the newspaper agreement, that is something else, because that was a case of a continuation of the contract that was then in force and only the wage scale being the change that was made, therefore, did not necessitate the drafting of a completely new proposal, that is, and sent to a print shop.
Q. Well, was there an agreement with the newspaper publishers which was signed on August 19th?
A. That is right.

• • •

[432] • • • Q. (By Mr. VanArkel:) Mr. Highfield before the luncheon recess, we were discussing a newspaper agreement which you said had been signed August 14, 1947.
Do you have a copy of that agreement?

• • •

[434] • • • A. Well, I have such a document as you refer to, but whether [435] I may be right or whether I may be wrong, of course, I will rely upon what the Examiner might say.

• • •

[437] Mr. Van Arkel: I would like to have this document marked as Respondent's exhibit number 4 for identification.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 4 for identification.)

Mr. Van Arkel: Mr. Examiner, I now offer in evidence as Respondent's Exhibit No. 4 a letter which is not signed, or a copy of a letter, bearing in typewriting the signature "Akron Typographical Union No. 182," with the name Reese J. Highfield typed on it, dated September 2, 1947, in evidence.

• • •

[438] Mr. Van Arkel: It is just as relevant on several grounds, Mr. Examiner. In the first place, certainly one of the subjects for inquiry here, in view of the allegations of a violation of Section 8(b)3, is the extent to which local unions are empowered to and have in fact entered into collective bargaining arrangements of one kind or another.

Because of the allegations which have been raised against the International Typographical Union with respect to Section 8(b)1-A of the complaint, the whole question of the powers of the International Union over its local unions has also been brought in issue, and I would suggest that it is independently relevant on that ground.

• • •

[439] • • • Trial Examiner Leff: Well, at least this document tends to show that there was at least one local union that was not coerced by the International.

• • •

[440] • • • Q. (By Mr. Sinsheimer:) Now, Mr. Highfield, with respect to the contract you referred to in this respondent's exhibit 4, can you state when an agreement was reached as to a contract that you are referring to in this exhibit?

A. That is in effect now.

Q. Yes.

A. On the 19th of August.

[441] Q. What year?

A. 1947.

Q. How was that effected, what happened on the 19th of August, 1947?

A. The communication here even lists and gives the names of the parties that were at that time representing the union in these negotiations, of which I was not a party thereto.

Q. Did you have a meeting, or what happened on August 19th, do you know?

A. In other words, I might say that the union only voted in the month of June to open the contract and the committee was only instructed on wages to be raised higher than they were at that time. Having already in the contract all the so-called frills, there wasn't anything else left for the Akron union to ask for but money.

Therefore, they accepted the proposal coming from the employer.

Q. And what time did they accept that counter-proposal?

A. On August 19th.

Q. Was that at a meeting or where, how did they come about?

A. It was done while I was out of the city.

Q. Were you at the convention at that time?

A. I was.

Q. Now, as an officer of the union, were you advised as to [442] what occurred on August 19th?

A. Yes. The memorandum agreement was given to me.

Q. And what was the substance of that agreement—or, do you have that agreement?

A. Oh, that might still be in the files in Akron, but it means nothing, because it was just merely a piece of paper with words from the employer as to what he would agree to, what his proposal was, that everything in the then existing contract that would expire on September 30, 1947 would remain in force beginning on October 1st and running until the 30th day of the following September, 1948, with the exception that the scale of wages in the old contract, providing for $78 days and $83 nights, that the new rate, beginning as of October 1st would be $86 days and $92 nights.

All other parts of the expiring contract remained as is as a part of the new agreement.

Further, that as contained in this communication and sent on orders of the union, it set forth that in the agreement which was picked up—we will say it was picked up, which it was—that any part of which may be in conflict with the Taft-Hartley Act would become null and void on and after the 23rd day of August, 1948.

Therefore we believe that we have operated within the scope of the Hartley-Taft law.

Q. Getting back to August 19th, do you know how this agreement [443] or contract, which you said was executed on that date, was affected? Was there a meeting between the publishers and the committee?

A. The scale committee and the publishers, yes.

Q. Do you know whether agreement was reached on

that day as to this proposal or contract that you have testified to, Mr. Highfield?

A. Well, I would be unable to state as to what transpired during my absence. All I can state is what the committee gave to me upon my return from Cleveland.

Q. What were you advised at that time?

A. They then gave me the memorandum agreement, as to what they had agreed to, the exceptions and so forth, with the Beacon Journal Company. I might say there are two of such contracts in Akron, Ohio, not merely the Beacon Journal.

Q. What did they advise you as to that agreement? Did they tell you that they had effected that agreement on the 19th, or did they tell you something else?

A. That is what they said.

Q. What was that?

A. That they had agreed to take the old contract, as is, plus the increase in the scale of wages, making it $86 and $92.

* * *

[444] * * * Trial Examiner Leff: I consider that that letter bears one way or the other on this issue, therefore I find it relevant. I will overrule the objection and receive it.

* * *

[446] * * * Trial Examiner Leff: Respondent's Exhibit 4 has been received in evidence. Will you please proceed, Mr. Van Arkel?

(The document heretofore marked Respondent's Exhibit No. 4 for identification was received in evidence.)

* * *

Q. Do you know where the original of this communication, Dated September 22, 1947, is Mr. Highfield?

A. Where it is now?

Q. Yes.

A. Well, I used the word "presumed" this morning, so I won't use it now, but to the best of my knowledge and belief it should be, and I presume—no, I won't use that word, cross that out—it is probably in the files of the Akron Beacon Journal of the man to whom the communication is addressed, the business manager of the Akron Beacon Journal, Mr. K. L. Milburn.

Q. And the original of that was signed by you and sent to Mr. K. L. Milburn, business manager?

A. That is right, with the seal of the union on it as appears on that carbon.

* * *

[447] * * * Q. What was the reason for waiting until September 22nd, 1947 to write such a letter to Mr. Milburn?

A. Well, I might say this, Mr. Van Arkel, that I am a part-time secretary of the Akron Typographical Union. My regular situation, where my priority is, is on the Beacon Journal, on which I try to work five days a week, seven and one-half-hours a day.

Business for the union is transacted in the evenings and on Sundays and on my days off.

But there are many things that come into a secretary's office and if you want to try to keep up with it to answer all correspondence and it all goes through the secretary's office. Naturally, you have things that are not pressing today, so you leave them lay aside. It is not necessary to write a communication to the employer to let him know that [448] the wage scale is going to be changed, just so long as it arrives there prior to the date on which it becomes effective.

The wage scale is provided, as you will note, it says that it is to become effective on October 1st. Therefore, it arrived at that particular time.

* * *

Q. In any event, that, then, is your only explanation for the delay of one month in reducing to writing this purported agreement?

* * *

The Witness: Oh, no, we have lots of things that the secretary has to take care of. I might say that if you ask for it, I will produce it, that I have no less than fifteen letters in my other brief case that are still unanswered from employers and unions and other people throughout the United States requesting copies of the contract that has been signed since the Hartley-Taft Bill became effective, and I have not provided that due to the fact that I have not had [449] time, I have not replied to them due to the fact that I have not had time.

Q. And that is your only reason for this delay of one month?

A. That is right.

Q. Now, did the other officers of the union know that you were writing this letter to Mr. Milburn?

• • •

A. Oh, I might tell you that the union accepted that wage scale at the July meeting, on or about July 20th.

• • •

[454] • • • Q. So you state in July the local union authorized you to write this letter entering into this?

A. No, no, I didn't say anything of the kind.

Q. When did they authorize you?

A. After my return from the convention.

Q. At a union meeting?

A. That there were no urther changes. The scale committee turned over all the papers pertaining to it, including the correspondence with the International Union, which could not find anything wrong with the proposal that was sent to them to be checked on before negotiations even started between the Akron Typographical Union and the Beacon Journal and the Akron Legal News.

This contract is also signed, sealed and delivered to Charles A: Berger, owner and operator of the Akron Legal News so it is not just merely one concern.

Q. Do I understand your testimony, then, Mr. Highfield, to be that the Union in July ratified an agreement which was entered into on August 19th?

A. I did not say that. I said they accepted the money part of it in July.

Q. Well, I am anxious to find out—

[455] A. But the committee was told to go back and talk about some other matters, which I am not here to converse on, because of the fact I was not present at the particular time when the instructions were given out.

Q. It is true, is it not—

A. They went back and had further discussions. That part is true, but they did not change it, and on August 19th that document is what was accepted by the scale committee for our union.

Q. Well, under the laws of the International Typographical Union no local agreement is valid or binding

until approved by a meeting of the local membership. That is correct, is it not?

A. Then we have a meeting of the minds.

Q. Well, is not a meeting of the local necessary to approve any agreement which is entered into?

A. Oh, you can give your committee full power to act. They don't have to go back. They can go out and write any kind of a contract they want.

Q. Don't the laws of the union require that the local union ratify or approve any agreement which may be reached between a committee representing the union and any employer, Mr. Highfield?

* * *

[456] * * * The Witness: To get the full meaning of that, I might refer you to the International Book of Laws governing proposed agreements, wherein, as I stated a while ago, we write a proposed agreement after naming the scale committee. In this instance they were elected by the membership, not an appointed committee and they wrote a proposed agreement, and they sent it to President Randolph, and he in turn turned it over to the first vice president, Erick Taylor, and he in turn sent it back to the Chairman of the scale commitee, Mr. Sappenfield, wherein they couldn't find anything wrong with the proposal that had been adopted by the Akron Union as a basis of negotiations.

Then they went into negotiations to arrive an agreement and there you have it.

* * *

[458] * * * Q. (By Mr. Van Arkel:) Mr. Highfield, did you receive any reply to this letter of September 22nd which you addressed to Mr. Milburn?

A. The answer is no.

[459] Q. Was it—

A. The letter speaks for itself. It does not require an answer.

Q. Was there any correspondence to you from any one representing the Akron Beacon Journal before you sent this communication?

A. Absolutely not.

Q. So that any document that is contained entirely within any contract is contained entirely within this letter?

A. Well, I would term this a rider to be attached to the contract that was printed a couple of years ago. Mr. Van Arkel—

• • •

[465] • • • Q. (By Mr. Van Arkel:) Now, Mr. Highfield, what is the present status of the Akron local of the International Typographical Union? Is is fully affiliated?

A. We have not been expelled.

Q. Have any steps been taken tooking toward the expension or expulsion of the Akron Local by the International Typographical Union?

A. Not to my knowledge. I haven't received any communication. I might say that Secretary Hurd sent me a receipt for the last report that went in, and they cancelled the check and cashed it.

Q. Have you received any kind of communication from the International Office of the Typographical Union since, let us say, September 22nd on the subject of this agreement, Mr. Highfield?

A. Have I received any communications from the International on this contract since September from the International? Is that your question?

Q. Yes.

A. The answer is no.

Q. Had you received anything prior to September?

A. Only when we sent the proposal down there, when Mr. Sappenfield, not me, the Chairman of the Scale Committee sent the proposal down there to Mr. Randolph prior to starting [466] in on negotiations.

Q. Then you say the reply of the International Union was to approve that form as a basis for negotiations?

A. They didn't find anything wrong with it. They didn't tell him to take any paragraphs out of it or anything like that.

Q. Did you take it from that that the International Union was approving it as a basis for negotiations?

A. Absolutely.

• • •

[467] • • • Q. (By Mr. Van Arkel:) Mr. Highfield, I believe you stated that you considered this memorandum of September 22nd to be a rider to a previously existing agreement?

A. Yes.

Q. Do you have a copy of the previously existing agreement with you?

A. No.

Q. That was in written form, was it, the previous agreement?

A. Last year was handled in the same manner as this year. I might say that the newspaper contract, in its entirety, has not been printed since 1945.

Q. Has not been printed since 1945?

A. That is right.

Q. So the last existing agreement that was negotiated in its entirety was the agreement of 1946?

A. That is the printed agreement, yes.

Q. Now, had the previously existing agreement been approved by the International Typographical Union?

A. Had the previous?

Q. Yes.

A. I would say that no contract has been approved by the [468] International headquarters since Mr. Randolph took office for the Akron Local Union.

Q. That is, since 1944 you have been operating under agreements which were not approved by the International Typographical Union?

A. That is right.

Q. And during that time did the International Typographical Union take any steps to suspend or expel your local?

A. No.

Q. Have they taken any other form of action against you during that period, against the local, I mean?

A. Just what do you mean by "form of action"?

Q. Well, in view of the fact that you were operating under non-approved contracts from the period since 1944, as I understood your testimony, to 1947, has there been any form of reprisal by the International Union?

A. There has been no direct comment, I would call it, from any of the officers of the ITU, coming by way of U. S. mails or such as that, through that method, complaining direct to the union regarding our contract. But there has been some indirect, as I would term it, remarks made in the columns of the Typographical Journal and through certain pieces of literature distributed by a political party issued possibly from the City of Chicago.

Q. What was the nature of those remarks?

[469] A. Well, one place in the Typographical Journal, apparently, one of the officers didn't like the remarks I made at the Convention, so he refers to me as a—he didn't mention my name, but inasmuch as I was the only one on the record against the no-contract policy—he referred to me as a party being a glib critic.

Q. Is that the furthest extreme that the officers of the International Union have gone to by way of taking any reprisals against you because of operating under non-approved agreements?

A. I wouldn't say they were reprisals. They were just propaganda put out through the mill.

Q. Other than that it would be fair to state that there has been no form of restraint or coercion exercised against you by the union as the result of the policy which your local has followed?

A. I would say that you are correct, Mr. VanArkel.

* * *

Re-Direct Examination.

[476] * * * (By Mr. Sinsheimer:) Mr. Highfield, with respect to Board's Exhibit 7-M, which contains a proposition No. 67 relating to Article IV, Section 43, which apparently changes a word from "suspension" to "expulsion". (Handing document to witness).

A. That is right. What do you want to know?

Q. It is proposition 67 changing Article IV section 43 of the By-Laws.

[477] Do you know why that change was affected?

A. I would be unable to state, but if my memory is clear on this matter I believe this proposition was introduced by the committee.

Mr. Van Arkel: Excuse me, but the question is do you know why?

Trial Examiner Leff: Do you know? I think you can answer that yes or no, that is, whether you know.

The Witness: No, I don't know, Mr. Examiner.

Q. (By Mr. Sinsheimer:) Did you receive any advice from the officers of the union as to why that change is made?

A. If I may be permitted to I would ask that the word pertaining to this subject that is in the proceedings of

the convention would be regarded as an answer coming from me, as to why the proposition was introduced or as to why it was changed. I might attempt to quote from Mr. Randolph wherein he said at the convention on this particular proposition:

> "I think it is a good idea that the word should be changed to 'expulsion', not that I ever hope or intend to use it."

Now, what was back of that thought, I cannot answer.

* * *

[522] * * * JOHN F. O'KEEFE, was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Trial Examiner Leff: Will you state your full name, sir?

The Witness: John F. O'Keefe.

Trial Examiner Leff: And where do you live, Mr. O'Keefe?

The Witness: 3020 Normandy Place, Evanston, Illinois.

Trial Examiner Leff: Proceed.

Q. (By Mr. Sinsheimer:) Mr. O'Keefe, who are you presently employed by?

A. Chicago Newspaper Publishers Association.

Q. In what capacity?

A. Secretary.

Q. How long have you held that position?

A. Slightly over two years.

* * *

[523] * * * Q. Do you know when the Chicago Newspaper Publishers Association was organized?

A. The Association was organized in about 1904. It was known then as the Chicago Local of the American Newspaper Publishers Association.

Q. Is it still the Chicago Local of the American Newspaper Publishers Association?

A. No. The name was changed in 1933 to its present name, Chicago Newspaper Publishers Association?

Q. Is it in any way affiliated with the American Newspaper Publishers Association?

A. No.

Q. What is the nature of the organization, of the Chicago Newspaper Publishers Association?

[524] A. It is an association designed primarily to handle labor negotiations for its member newspapers or labor negotiations, and you might say labor relations.

I might correct that statement about affiliation with the American Newspaper Publishers Association. I believe the By-Laws of the Chicago Newspaper Publishers Association provide that its members shall be members of the American Newspaper Publishers Association, or in order to be eligible for membership on the Chicago Association must be members of the American Newspaper Publishers Association.

Trial Examiner Leff: Well, what you meant by your statement, then, was that the Chicago Association, as such, is a separate entity and does not hold membership in the American Newspaper Publishers Association?

The Witness: That is right. It is a separate entity and functions on its own, it is not bound by the policies of the American Newspaper Publishers Association.

Q. (By Mr. Sinsheimer:) Are there any articles of agreement or By-Laws or charter, constitution or any other document, under which the Chicago Newspaper Publishers Association operates?

A. Yes, we have by-laws.

Q. Do you have the By-Laws or an exact copy thereof with you?

A. I have a copy of the By-Laws. (Handing document to [525] counsel.)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit No. 8 for identification a document headed "By-Laws of Chicago Newspaper Publishers Association, adopted August, 1912, as amended."

(Thereupon the document above referred to was marked Board's Exhibit No. 8 for identification.)

Q. (By Mr. Sinsheimer:) I show you what has been marked by the reporter as Board's Exhibit No. 8 for identification and ask you if you will state what that is, Mr. O'Keefe?

A. These are the current By Laws of the Chicago Newspaper Publishers Association.

Mr. Sinsheimer: I offer in evidence Board's Exhibit No. 8.

[526] • • • Trial Examiner Leff: The objection is overruled and Board's Exhibit No. 8 will be received in evidence.

• • •

[527] (The document heretofore marked Board's Exhibit No. 8 for identification was received in evidence.)

• • •

[531] Q. Who are the present members of the Chicago Newspaper Publishers Association?

A. May I refer to the contract and get the corporate names?

Trial Examiner Leff: Yes.

Q. (By Mr. Sinsheimer:) Yes.

A. The present members are:

Chicago Daily News, Inc.

The Tribune Company,

The Illinois Publishing and Printing Company, which is the Chicago Herald-Examiner.

The Journal of Commerce Publishing Company.

And the Sun-Times Company.

Q. The Sun-Times Company publishes what newspaper?

A. The Chicago Sun and the Chicago Daily Times, and the Sunday Sun-Times.

Q. Have there been agreements since 1904 between the Chicago Newspaper Publishers Association and the Chicago Typographical Union, Local No. 16 covering composing room employees?

A. I believe there have been contracts in effect between either the Chicago Local of the ANPA or the Chicago Newspaper Publishers Association and Chicago Typographical Union No. 16 since that time.

Q. Have all of the members of the Association during the [532] various periods of time accepted the agreements entered into between the Chicago Newspaper Publishers Association and Chicago Typographical Union Local No. 16?

A. To my knowledge they have all accepted the contracts that were negotiated through the Association.

Q. And have operated under those contracts?

A. Yes, sir.

Q. Do you have the contracts, or copies of the contracts, covering the period in the last ten years?

A. I have them in the office. I have with me—excuse me just a moment. Yes, I have them covering the last ten years. I have them with me.

Q. Have you the one for 1938?

A. Well, there was a contract effective from January 4, 1937 to January 3, 1939. I have that.

Q. May I have it, please?

A. Yes. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark this as Board's Exhibit No. 9 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 9 for identification.)

Mr. Sinsheimer: I now offer Board's Exhibit No. 9 in evidence.

Mr. Van Arkel: We object, Mr. Examiner, on the ground that any agreement in 1939 is irrelevant to any issue in [533] this proceeding.

Trial Examiner Leff: The objection is overruled and Board's Exhibit No. 9 is received in evidence.

(The document heretofore marked Board's Exhibit No. 9 for identification was received in evidence.

Q. (By Mr. Sinsheimer:) Do you have the contract immediately following this contract which has been received as Board's Exhibit No. 9?

A. Yes. This is the contract effective June 12, 1939 to June 12, 1941. (Handing document to counsel.)

Mr. Sinsheimer: I will ask that this contract referred to by the witness be marked by the reported as Board's Exhibit No. 9-A for identification. This is dated effective June 12, 1939 to June 12, 1941.

(Thereupon the document above referred to was marked Board's Exhibit 9-A for identification.)

Mr. Sinsheimer: I will now offer in evidence Board's Exhibit No. 9-A.

Mr. Van Arkel: That is objected to for the same reason.

Trial Examiner Leff: The same ruling and Board's Exhibit No. 9-A for identification is received in evidence.

(The document heretofore marked Board's Exhibit No. 9-A for identification was received in evidence.)

Q. (By Mr. Sinsheimer:) Do you have the contract which immediately following Board's Exhibit 9-A, Mr. O'Keefe?

[534] A. Yes, sir. This is a contract effective July 21, 1941, to July 21, 1943. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark the last contract referred to by the witness as Board's Exhibit 9-B for identification.

(Thereupon the document above referred to was marked Board's Exhibit 9-B for identification.)

Mr. Sinsheimer: I will offer Board's Exhibit 9-B for identification in evidence.

Mr. Van Arkel: The same objection.

Trial Examiner Leff: The same ruling. Board's Exhibit No. 9-B for identification is received in evidence.

(The document heretofore marked Board's Exhibit 9-B for identification was received in evidence.)

Q. (By Mr. Sinsheimer:) Do you have a copy of the contract which immediately followed the contract received as Board's Exhibit No. 9-B?

A. Yes, this is a contract effective July 1, 1943, to October 31, 1944. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark the contract last referred to by the witness as Board's Exhibit No. 9-C for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 9-C for identification.)

Mr. Sinsheimer: I will offer Board's Exhibit No. 9-C [535] for identification in evidence.

Mr. Van Arkel: The same objection.

Trial Examiner Leff: The objection is overruled, and the document will be received in evidence as Board's Exhibit No. 9-C.

(The document heretofore marked Board's Exhibit No. 9-C for identification was received in evidence.)

Q. (By Mr. Sinsheimer:) Have you the contract which follows Board's Exhibit 9-C, Mr. O'Keefe?

A. Yes, sir. This is a contract effective October 21, 1944 to October 21, 1945. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark the contract last referred to by the witness as Board's Exhibit 9-D for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 9-D for identification.)

Mr. Sinsheimer: I will offer Board's Exhibit No. 9-D in evidence.

Mr. Van Arkel: The same objection.

Trial Examiner Leff: The same objection is noted and the objection is overruled. Board's Exhibit No. 9-D is received in evidence.

(The document heretofore marked Board's Exhibit No. 9-D for identification was received in evidence.)

[536] Q. (By Mr. Sinsheimer:) Do you have the contract which follows Board's Exhibit No. 9-D?

A. Yes. Here is the contract effective October 21, 1945, to October 21, 1946. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark the contract last referred to by the witness as Board's Exhibit 9-E for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 9-E for identification.

Mr. Sinsheimer: I will offer the document which has been marked as Board's Exhibit No. 9-E for identification in evidence.

Mr. Van Arkel: The same objection.

Trial Examiner Leff: The same ruling. Board's Exhibit 9-E is received in evidence.

(The document heretofore marked Board's Exhibit No. 9-E for identification was received in evidence.)

Q. (By Mr. Sinsheimer:) Do you have the contract which follows Board's Exhibit No. 9-E?

A. Yes, this is a contract that was effective October 21, 1946, and expired October 21, 1947. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit No. 9-F for identification the contract last referred to by the witness.

[537] (Thereupon the document above referred to was marked Board's Exhibit No. 9-F for identification.)

Mr. Sinsheimer: I offer Board's Exhibit No. 9-F for identification in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: It will be received as Board's Exhibit No. 9-F.

(The document heretofore marked Board's Exhibit No. 9-F for identification was received in evidence.)

Q. (Mr. Sinsheimer:) Is Board's Exhibit 9-F the latest contract between the Chicago Newspaper Publishers Association and Chicago Typographical Union No. 16?

A. Yes, sir, it is.

Q. Have there been any contracts since Board's Exhibit No. 9-F?

A. Between the union and the association?

Q. That is right.

A. No, sir.

* * *

[538] * * * (By Mr. Sinsheimer:) Can you describe, Mr. O'Keefe, the customary practice with respect to negotiations between the Chicago Newspaper Publishers Association and Chicago Typographical Union Local No. 16 prior to the year 1947, that is, in the few years prior to 1947?

A. Yes, sir.

Q. Will you do so, please?

A. Up until the contract which expired October 21, 1946, the previous contracts, a number of them at least, provided that either side could open the contract for negotiations four months prior to its expiration.

That was changed in the contract effective October 21, 1946, to three months.

But in previous years, on the date four months prior to the expiration of the contract, the secretary of the Association received from the president of the union a letter expressing the desire of the union to open negotiations for a new contract. At least for several contracts prior to the last one, the practice after that letter was received was for the parties to communicate over the phone and arrange a meeting within ten days of the date of that notice.

At that meeting invariably the union handed the representative of the Association a printed formal proposal for a new contract. Then, depending on whether the Association presented a counter-proposal or not, meetings were held, [539] various suggested changes were discussed and finally towards, or as we approached the expiration date, or shortly after, an agreement was reached.

Now, prior to the last several contracts there were a few occasions, I believe, where the union would send its proposal with its notification letter. In that case the meeting was held within ten days after the notification, and discussions immediately followed on the changes suggested.

Some times the Association presented a counter-proposal; some times it merely indicated it would be satisfied with a renewal of the existing contract.

The various contracts have provided that the party upon whom the original proposal is served has thirty-five days

in which to file a counter-proposal. That had been the practice for a great many years.

Generally speaking, the changes in working conditions, and so forth, were discussed first, tentatively agreed upon, and finally the last items upon which agreement was reached were usually wages and perhaps hours.

Q. About what year did the union cease sending their proposal with the original letter?

A. I cannot remember offhand. They may have alternated that practice throughout the years.

Q. But in the last few years they have submitted the proposal ordinarily at the first meeting, or shortly after their [540] first letter, of what?

A. They would submit the notification letter on the date specified in the contract, and would present the proposal at the first meeting that was held after the notification.

Q. Now, prior to 1947, did the union at any time ever take a position that it would not enter into a contract?

A. Not to my knowledge.

Q. That is, in negotiations between the Chicago Newspaper Publishers Association and Local 16?

A. I do not believe the union ever took that position before. That is, with the Association?

Q. Yes. Now, are you familiar with the meetings which were held between the Association, Chicago Newspaper Publishers Association, and Chicago Typographical Union, Local No. 16 in 1947?

A. Yes, sir.

Q. Can you state when those meetings commenced?

A. The first meeting was held on July 30, 1947.

Q. How did that meeting come about?

A. A notice was received from the union, dated July 21, 1947, which was exactly three months prior to the expiration date of that contract, of the then existing contract.

Q. Do you have the original of that notice with you?

A. Yes, I have, sir. Shall I read it?

Q. No. If you have that I will ask the reporter to mark [541] it as Board's Exhibit No. 10-A for identification.

A. Yes. (Handing document to counsel.)

Mr. Sinsheimer: This is a letter dated July 21, 1947, addressed to John O'Keefe and signed John J. Pilch.

(Thereupon the document above referred to was marked Board's Exhibit No. 10-A for identification.)

Q. (By Mr. Sinsheimer:) Now, is Board's Exhibit No. 10-A for identification the notice which you just referred to, Mr. O'Keefe?

A. Yes, sir.

Q. And was that received about the date it bears?

A. Yes, sir.

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[543] • • • Trial Examiner Leff: Board's Exhibit No. 10-A for identification is received in evidence.

(The document heretofore marked Board's Exhibit 10-A for identification was received in evidence.)

Q. (By Mr. Sinsheimer:) Now, was any reply made to Mr. Pilch's letter of July 21st, Mr. O'Keefe?

A. Yes, sir. I replied to Mr. Pilch on the same date, July 21, 1947.

Q. Do you have a copy of your reply?

A. Yes, sir. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark as Board's [544] Exhibit 10-B for identification a copy of a letter dated July 21, 1947, addressed to Mr. John J. Pilch, President.

(Thereupon the document above referred to was marked Board's Exhibit No. 10-B for identification.)

Q. (By Mr. Sinsheimer:) Was that original signed by you, Mr O'Keefe?

A. Yes, sir, it was.

Mr. Sinsheimer: I will offer Board's Exhibit 10-B in evidence.

Trial Examiner Leff: Is there any objection outside of the standing objections?

Mr. Van Arkel: No.

Trial Examiner Leff: Board's Exhibit 10-B for identification is received in evidence.

(The document heretofore marked Board's Exhibit No. 10-B for identification was received in evidence.)

Trial Examiner Leff: Go ahead, Mr. Sinsheimer.

Q. (By Mr. Sinsheimer:) Following the letters which have been received in evidence as Board's Exhibits 10-A and 10-B, was a meeting held between the Association and Local 16?

A. Yes, sir.

Q. When was that meeting held?

A. That meeting was held on July 30th, pursuant to an agreement over the telephone between John Pilch and myself.

Q. Now, where was that meeting held?

[545] A. The meeting was held in the office of the Chicago Newspaper Publishers Association.

Q. Do you recall who was present?

A. I think so. Mr. Pilch, Mr. Gerard, Mr. Rhoden, Mr. Burns and Mr. Rhodes, representing the union.

Mr. Grumhaus, Mr. Griffin, Mr. Woodard and I believe Mr. Tom Antrim, Mr. Coutney and myself, representing the Association.

Q. Now, can you identify Mr. Pilch?

A. Yes, I can.

Q. What office does he hold?

A. Oh, I beg your pardon. Yes, he is president of Chicago Typographical Union No. 16.

Q. And Mr. Gerard?

A. He is vice president of the union.

Q. And Mr. Rhoden?

A. He is Chairman of the union scale committee.

Q. Who is Mr. Grumhaus?

A. Mr. Grumhaus is a representative of the Chicago Tribune. I believe he is Assistant Production Manager.

Q. And who is Mr. Woodard?

A. He is Production Manager of the Chicago Daily News.

Q. And Mr. Griffin?

A. Business Manager of the Chicago Times.

Q. Mr. Coutney?

[546] A. Business manager of the Chicago Herald-Examiner.

Q. And which Mr. Antrim were you referring to?

A. Mr. Thomas Antrim.

Q. What is his position?

A. He is connected with the production department of the Chicago Tribune.

Q. Now, can you state what occurred at this meeting? Who opened the discussion?

A. Mr. Pilch opened the discussion.

Q. What did he have to say?

A. Well, I think I can state that we had about eighteen meetings or more during the *interim*. I kept notes myself of several of the meetings. It happened that I kept some notes on that meeting. In addition to that several of the Association representatives kept notes also, and sent me copies of

those notes shortly after they were taken, in other words, shortly after each meeting.

I read over all of those notes.

Q. Did you read them over when you received them, or later?

A. About when I received them?

Q. And did they accurately reflect the proceedings, to your knowledge, at the time you read them?

A. Fairly accurately reflected them, yes, sir.

Q. Would it help your recollection to refer to any of those notes?

[547] A. Yes, it would.

Q. Do you have a copy present?

A. Yes, I have.

Q. Whose notes are those?

A. Well, I have my own notes for just several meetings on which I took notes, and I have Mr. Coutney's notes, which I think were more complete than any of the others. Mr. Coutney seemed to have the capacity to record notes at meetings more effectively, at least, than most of the rest of us. He seems to get more of the contents of the discussions.

Trial Examiner Leff: Do you feel that you require the notes in order to effectively testify, or rather, to testify fully as to what occurred?

The Witness: To testify fully the notes would be helpful.

Trial Examiner Leff: Yes.

The Witness: I have a general recollection, of course, of each one of the meetings, but with so many of the meetings having been held it is a little difficult to keep track of the discussions that took place, the specific discussions that took place at each one.

Trial Examiner Leff: Yes.

Q. (By Mr. Sinsheimer:) I will ask that the witness be permitted to refer to his notes and those of Mr. Coutney to refresh his recollection.

[548] Trial Examiner Leff: You may do so.

The Witness: At the first meeting held on July 30th, Mr. Pilch opened the discussion by stating that we were operating under circumstances different from those which had existed previously, because of the enactment of the Taft-Hartley Law; that the union was functioning under instructions that the International Union necessarily had to determine the policy in view of the legislation that had been passed.

He said that they were not submitting a formal proposal as was the general custom in the past. He said that their position here at the meeting was for the purpose of finding out after discussion what the position of the publishers were with relation to future relationships with the union, and how we could best arrive at a maintenance of the union position.

Q. (By Mr. Sinsheimer:) Now, Mr. O'Keefe, was there anything said about whose instructions the local was operating under?

A. The International Union.

Q. Is that what was said?

A. That is right.

Q. Now, did Mr. Pilch say anything more?

A. Well, later on he did.

Q. What immediately followed the statement which you have just testified to?

[549] A. Well, I attempted to set forth the position of the publishers.

Q. What did you say?

A. I stated that it was th intention of the Association to proceed in these negotiations the same way as they had in previous negotiations, namely, through the process of collective bargaining to arrive at an agreement which would continue the relations we have had with the union in the past and if possible, to improve them.

I stated that we recognized the change in conditions which came about as the result of the enactment of the Taft-Hartley Law.

I pointed out, however, that the Wagner Act had been on the statute for approximately twelve years; that the union was given certain rights under the Wagner Act; that we had given them no cause to avail themselves of the Wagner Act, and that we saw no reason why they and ourselves should not continue to get along without resort to the Taft-Hartley Law.

I told them that we had no intention of seeking opportunities to use the law, that we had no intention of doing anything that was going to injure the union. The law gave rights to both of us and placed responsibilities on both of us, and that in our opinion the American way as to take the law, live up to it, respect it, so long as it [550] was on the statute books and if they didn't like it to do everything they legitimately could do to change it, amend it, repeal it,

and perhaps some of the publishers would help them accomplish that purpose, but that he had not asked them to waive any of their rights under the Wagner Act, and we saw no reason why they should ask us now to waive our rights under this new law.

I told them that I felt there were two ways to proceed: One, to try to reach an agreement by August 22nd, which under the law could include a continuation of the closed shop. I said that we preferred that.

But, failing that, our second alternative was to see what we could do about reaching an agreement after August 22nd, and an agreement that would be effective when the then existing contract expired on October 21st.

Mr. Pilch commented that besides wages, hours and working conditions they were interested in their traditions which are contained in the laws of both the International and the Local Union. He said he believed we understood what their position was, that we had kept ourselves pretty well informed. He said that they were in a different position from other unions, because this was the first major negotiations between a local of the Typographical Union and a group of large metropolitan newspapers.

Q. Were you informed of the union's position in any way [551] at that time?

A. Yes. There had been considerable publicity. I believe I had seen one or two or several of these bulletins that had been issued by that time by the International headquarters.

Q. You are referring to postcard bulletins?

A. Yes.

Q. Yes.

A. I am not sure whether anything by that time had appeared in the monthly journal of the International Union, to which I subscribe.

Furthermore, we had been pretty well warned by Mr. Randolph, the International president or president of the International Union that if any of this type of legislation was passed that we were not going to have contracts with the Typographical Union. As a matter of fact, he told me that, I believe it was early in 1947—it may have been in the fall of 1946—but the Case Bill was under consideration at that time, and he said that if any legislation like that, or similar to that, was passed that there would be no more contracts with the Typographical Union.

So that we had, we recognized that we were faced with a different situation than we had ever been faced with before.

Q. Now, getting back to Mr. Pilch, what else did he have to say, if anything?

[552] A. Mr. Pilch said that the ITU had set down certain fundamentals which its members must adhere to, even before collective bargaining. He stated that in order to protect their rights, it might be necessary to go back to conditions of employment; that they had no anxiety to rush into a contract for a closed shop. The closed shop was only one of these fundamental things, and he said that there were other mandatory things which had been prescribed by the union, and which must be included if a closed shop agreement was to be arrived at prior to August 22nd.

There was quite some discussion about the general situation. We tried to assure the members of the union committee that all this was unnecessary, that we had no intention or desire to injure the union in any way, or take advantage of these restrictions in the law.

But he repeated that these mandatory provisions must be included and finally one of the members of the Publishing Committee asked them what they were, what the mandatory provisions were.

The union committee paused, they left the room for a few minutes, and came back and said they saw no harm in giving us these mandatory provisions.

Then Mr. Pilch read sections 4 to 9 inclusive, of the so-called Form A. He did not leave a copy of Form A with us.

[553] Q. Referring you to what has been received in evidence as Board's Exhibit No. 7-H, I will refer you to paragraphs therein numbered 4 to 9, and ask you to read that.

A. Mr. Pilch read to us Sections 4 to 9 inclusive of this document and stated that they were mandatory and must be accepted without change in any contract that could be agreed to prior to August 22nd.

Q. Now, did Mr. Pilch say anything further or did the publishers say anything else?

A. Well, there were several remarks. Mr. Rhoden pointed out that they intended to do everything they could to bring about an amendment of the law or a repeal of the law, I am not quite sure of what he said. We agreed that

they had every legitimate right to do that, but he indicated that in the meantime the union could not expose its treasury to suits under the law.

Mr. Gerard, the vice president said if any agreement is to be reached August 22nd, the contract must contain provisions relieving the union from any obligation under the law, so far as the publishers are concerned.

Mr. Pilch said that they were not, the union was not going to take advantage of the dubious provisions of the law, and that they would have to get an assurance from the publishers if any agreement was to be reached that they, the publishers, would not take advantage of the so-called [554] dubious provisions of the law.

Incidentally, he said this proposal, or this suggestion—he very specifically stated that it was not a proposal, I am talking about the sections that he read from Form A—would be void if not accepted by August 22nd.

Q. When you refer to Form A you are referring to the document which is in evidence as Board's Exhibit 7-H?

A. That is right.

Mr. Pilch said that if no contract was agreed to they would have to post conditions of employment as set forth by the ITU. He said several times that the union proposed to ignore the law, not violate it, but ignore it.

He said that they were trying to preserve their traditional rights, and that if we were desirous of continuing contractual relations we had to accept the so-called mandatory clauses of Form A.

A few of the clauses were discussed briefly at that meeting.

Q. Which clauses?

A. The 60 day termination clause and the invalidation clause which would be numbers 4 and 5 of so-called Form A.

Q. Who originated the discussion of the 60 day termination clause?

A. Why, I think perhaps I did.

Q. What did you have to say about that?

[555] A. Well, I asked why they desired the 60 day termination clause.

Q. Did you receive a reply?

A. He said first that it was in accord with the law. I asked, "Do you mean under the law you cannot agree to a year's contract". And he finally agreed that he could.

Q. Who is "he"? Pilch?
A. Mr. Pilch.
Q. Yes.
A. That was about all that happened at that meeting.
Q. With respect to the 60 day termination clause?
A. We said we would look it over and study it and discuss it at the next meeting.
Q. Was there any discussion of the invalidation clause?
A. There was a brief discussion of it. I am not sure whether it was at that meeting or the next meeting that I asked if under this suggestion the struck work clause of the old contract would have to be continued, and the union representative replied that it would have to be continued.
Q. Did you say anything in response to that?
A. Well, again now I am not sure whether that was at this meeting—I think it was at the next meeting.
Q. Do you recall anything further that occurred at the meeting on July 30th?
A. I don't remember anything further.
[556] Q. Now, when was the next meeting between the Association and the union held?
A. The next meeting was held on August 5th.
Q. Where was that held?
A. That was held in the offices of the association.
Q. And who was present at that meeting?
A. The same representatives of both sides, with the addition of Mr. Denniston representing the Chicago Sun.
Q. And who opened the discussion at that meeting?
A. I believe I did.
Q. What did you say?
A. I suggested that we discuss Form A, or these clauses which had been suggested from Form A to determine why the union wanted them, in other words, to get the thinking of the union representatives with respect to this suggestion.
Q. Did you say anything further, or did some one from the union have something to say?
A. Well, Mr. Pilch said, "You know what these clauses mean" or words to that effect. He said that we had our instructions from the ANPA, and that undoubtedly we were going to follow them.
I told him we had no instructions from the ANPA, and were not dominated in any way by the ANPA; that our policy in Chicago was not determined by the ANPA.

We had indicated a desire to reach an agreement by August [557] 22nd, including a closed shop, and that the union had stated that these provisions of Form A must be in such agreement, and we desired to explore them.

Q. Did any of the publishers or any representative of the union have anything else to say at the August 5th meeting?

A. Well, I asked why they wanted the 60 day termination clause. The reply, I believe it was by Mr. Pilch who replied that the purpose of it was to keep them out of the clutches of the law.

I asked if they intended to use it for other purposes. They said that they could, but they probably would not, unless we had a serious inflation.

We discussed the struck work clause, and I indicated that I thought it was illegal. Mr. Pilch said he did not think it was illegal, and that any way the members of the union would refuse to handle struck work regardless of the law.

I insisted that the advice we had received was that such struck work clause would be illegal, that therefore it would be foolish to include in a contract a clause invalidating the entire contract if any one clause was declared illegal. I said it was foolish because our belief was that we already would have in the contract a clause that was illegal.

Q. Was there any further discussion at that time?

A. Well, there was general discussion in which Mr. Pilch stated that whether our intentions were good or not, these [558] provisions were for the sole purpose of keeping them out of the clutches of the law. Their intentions were not to get involved in the law, and whether our intentions were good, bad or indifferent, made no difference.

Then we discussed the several other clauses of the suggestions in Form A, and the jurisdiction clause.

I asked what effect the change in the International laws which were made at the previous convention would have on that, and they assured us that the proposal or the suggestion they were making here affecting jurisdiction applied only to the present jurisdiction.

• • •

The Witness: Then we discussed the—I wonder if I can see the exhibit there—may I?

Q. (By Mr. Sinsheimer:) I hand you Exhibit 7-H Board's Exhibit 7-H. Is that what you are referring to? [559] A. Yes. Thank you.

We discussed the union's suggestion to limit liability to $25.00 in any case where it was alleged that a breach of contract had occurred, and we indicated that that, of course, meant no liability at all, limiting it to $25.00, except, of course, in connection with a claim for wages.

Then we discussed also the clause which provided that if any action was brought against either party attacking the validity of the agreement or seeking to prevent its terms being carried out, that either party might declare the contract null and void.

He explained the reason for that was to enable them to take care of the situation in the event of a third party suit.

Q. Was there any discussion at that meeting?

A. Yes. The theory that if this was not agreed to there would be no contract after August 22nd was constantly cropping up.

Q. How did that come up?

A. Well, Mr. Pilch said it a number of times and Mr. Rhoden and Mr. Gerard, and the opinion was expressed by several of them that as long as there was no contract in effect there was no liability for either side. In other words, if we had no contract the publishers or the employers would have no obligation under the law, for instance, with respect to [560] the hiring of non-union men.

We indicated that we did not believe that was a fact.

Then we asked, or I asked if these clauses were mandatory, and were they subject to change. Mr. Rhoden, I believe it was, indicated that they could be changed, but that the substance must remain the same. There was some discussion about that, and finally Mr. Pilch handed me the Form A, the entire Form A, and asked, he said, "Read the ITU instructions on it and you will see for yourself."

So I read aloud the instructions from the International Union with respect to Form A.

Q. Is that the instructions that appear at the top of page 1 of Board's Exhibit 7-H?

A. That is right. Shall I read it?

Q. No, I just wanted to know if that was a part.

A. Yes, that is right. And after I read it Mr. Pilch

confirmed the fact that in any contract arrived at prior to August 22nd it must contain in substance these proposed provisions.

Somehow we got back to the struck work clause and I indicated again that I thought it was an illegal clause and Mr. Pilch said he didn't think it was, but that he didn't think there was any use trying to reach an agreement before August 22nd because we were already taking the position that the struck work clause was illegal.

[561] We asked what the procedure would be in the event we could not reach an agreement by August 22nd, and the union representatives indicated that in that event they would operate under conditions of employment, and that they would expect us to indicate to them what we were willing to pay in the way of wages, and what we were willing to do in connection with other economic issues.

Q. Do you recall which of the union representatives indicated that?

A. It was either Mr. Pilch or Mr. Rhoden.

Q. Do you recall what was said?

A. Well, there was a fuller discussion on that subject at subsequent meetings, but it was referred to generally at this August 5th meeting.

We took the position throughout these meetings that we were anxious to reach an agreement, that here was an opportunity to continue the closed shop, which was undoubtedly the major problem for the union, and that we saw little necessity for concern on this part over the struck work proposition, a secondary boycott, or on the jurisdiction.

I pointed out that we had little difficulty on jurisdiction thoroughout the years with the Chicago Typographical Union, and unless they contemplated expanding their jurisdiction I saw no difficulty there.

So it seemed to us that the thing to do was to enter [562] into a normal contract for the full term without termination notices, and so forth, without termination privileges, and see what would happen during the subsequent year.

We did not get very far with that suggestion, because it was quite obvious that the union was following the instructions of the International.

Mr. Van Arkel: Mr. Examiner, I move that be stricken.

Trial Examiner Leff: Strike out everything beginning with the words "it was quite obvious."

Q. (By Mr. Sinsheimer:) Now, was there anything else said?

A. As a matter of fact they said they were bound by the International—

Mr. Van Arkel: May that go out, too, Mr. Examiner?

Trial Examiner Leff: On what grounds?

Mr. Van Arkel: Well, I would like to know who said it, and in what form and at which meeting.

Trial Examiner Leff: Very well. Will you develop that, Mr. Sinsheimer.

Q. (By Mr. Sinsheimer:) Was there anything said by the union as to instructions from the International by any representative of the local?

A. Yes. A number of times the statement was made, something along this line: "You know what our position is. You know the position we are in. You know we must follow the [563] International law."

Q. Who made that statement?

A. I am sure Mr. Pilch made it.

Q. And that was at the meeting on August 5th?

A. Well, it was made at a number of meetings, it was made several times.

Q. Now, was there anything else said at the meeting on August 5th?

A. Nothing further that I recall. We indicated that the publishers could not accept their Form A suggestions, for the specific reasons that the 60 day contract amounted to no contract at all, that an invalidation clause, or that a clause which would bring about the invalidation of an entire contract if one section were declared illegal would not be agreed to because of the union's insistence upon retaining in any extended contract a struck work clause which we felt was illegal.

Q. Do you recall anything further at the August 5th meeting?

A. I don't recall anything further.

Q. Was there any discussion of the union's general laws?

A. I don't recall it.

Q. When was the next meeting?

A. The next meeting was held on August 13th.

Q. Where was that held?

[564] A. That was held in the office of the Association.

Q. Who was present?

A. The same representatives were present at the August 5th meeting.

Q. What occurred at that time?

A. There was some further discussion about the Form A, particularly on the 60 day termination notice. Mr. Pilch and Mr. Rhoden attempted to assure us that the 60 day termination notice would not be exercised, except—or would not be exercised for wages—except in case of extreme inflation.

There was quite some discussion about that, in so far as what the union reaction would be if a number of the members of the union wanted the union to exercise the right to terminate the contract, even though we did not have extreme inflation. They assured us that it would have to go through the International before the contract could be terminated, and that wisdom would prevail.

We again attempted to assure them that we believed an agreement could be reached here that would continue the closed shop, but we did not accomplish much on that score.

Q. Did the publishers or the union have anything else to say at that meeting?

A. Well, at this meeting, as well as at others, the union expressed their desire to continue as they had in the past, continue operating as we had in the past, and when we [565] finally got an explanation of that it meant to continue the right to handle struck work, continue the right to determine their own jurisdiction without regard to the law, and they kept pointing out that if we had no contract that neither one of us had an obligation under the law.

We got talking about the question of the position an employer would find himself in if a competent man from outside the union applied for a job and the union indicated, of course, that there was only one way to get a job in the composing room, and that was to put the name up on the slip board and, of course, they would take the slip board down rather than allow a non-union man to work.

Q. Who indicated that?

A. Mr. Pilch. They would do that rather than allow a non-union man slug up on the board.

Q. What did Mr. Pilch say?

A. He said that the slip board belonged to the union, it was the union's property, and they would not allow a non-union man to slug up on the board.

We were discussing the problem that would arise if a non-union man applied for a job, you see.

Trial Examiner Leff: Every one here except the Examiner, apparently, knows what a slip board is. Would you mind describing a slip board?

The Witness: Well, a slip board is the union board, a [566] bulletin board, more or less—no it is not a bulletin board, but it is a board that the men put their names on when they come into the office to apply for work, the union men. Under the practice, the Typographical Union practice, a man, say he is now working in a job shop, decides to go to work in a newspaper, he can go to the newspaper and put his name up on this board without talking to the foreman, without talking to any one or anybody, except, perhaps, the chapel chairman—I think the rule is that he must file his card with the chapel chairman—then when the foreman in hiring men comes to his name on the list, and the classification in which he is slugged up, then he must hire him, see?

Trial Examiner Leff: He hires him only if he finds him qualified, is that correct?

The Witness: He hires him, and, of course, he must be competent. He does not have to keep him if he is not competent.

Mr. Pilch stated a number of times that they would propose their conditions of employment on October 21st. It was quite obvious to him that an agreement was not going to be reached.

So at this August 13th meeting we indicated that we had a proposal which we thought should form the basis of an agreement. I presented that proposal to Mr. Pilch.

Q. (By Mr. Sinsheimer:) Do you have a copy of that proposal, [567] Mr. O'Keefe?

A. Yes, sir, I do.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-C for identification a copy of a letter dated August 13, 1947, addressed to Mr. John J. Pilch, President, Chicago Typographical Union No. 16.

(Thereupon the document above referred to was marked Board's Exhibit No. 10-C for identification.)

Q. (By Mr. Sinsheimer:) Was the original of this signed by you, Mr. O'Keefe?

A. Yes, sir.

Q. And that is the proposal you just referred to?

A. Yes, sir.

Q. That was handed to Mr. Pilch on August 13th?

A. Yes, sir.

Q. At the meeting on that day?

A. Yes, sir.

Mr. Sinsheimer: I offer Board's Exhibit 10-C into evidence.

Mr. Van Arkel: No additional objection.

Trial Examiner Leff: Board's Exhibit 10-C for identification will be received in evidence.

(The document heretofore marked Board's Exhibit No. 10-C for identification was received in evidence.)

[568] (By Mr. Sinsheimer:) Was there any further discussion at the meeting on August 13th?

A. Yes. I believe it was Mr. Rhoden who asked me if under that proposal everything was subject to discussion, and I said it was a proposal for negotiations and included negotiation on any part of it, or of the contract, the terms of the old contract, which were being continued if they desired to discuss it.

I said that we were willing to meet night and day, if necessary, between then and August 22nd, in an attempt to agree on a wage scale particularly.

Mr. Rhoden picked—may I see that exhibit, please?

Q. Yes. (Handing document to the witness.)

A. Mr. Rhoden indicated that section 51 proposed in this contract was similar to section 8 of Form A, and indicated that we ought to accept that section instead of this one.

I pointed out that it was not our desire to retain for ourselves the right to cancel an agreement. Our desire was to enter into an agreement that was legal, and that all we were asking for in this proposal was an understanding that the terms or provisions of the extended contract would not be interpreted or applied so as to violate any federal law, any local or federal law, otherwise the entire old contract would remain as it was, except for any changes that we could mutually agree upon, and we were [569] willing to discuss all of those.

Mr. Pilch asked if that clause was a "must"—I think that is the word he used—and I said yes, that clause or something like it.

I indicated that we were already in disagreement as to the legality of the struck work clause. There had been some slight discussion about international laws, international laws that might be illegal, and I said that in view of that difference of opinion that existed between us as to the legality of these clauses, that this was the simplest way to meet the situation, by agreeing to a clause under which both sides would agree not to interpret the provisions of the contract so as to violate the law.

Mr. Pilch said they would consider it, but he said that they were neither anxious nor worried about retaining the closed shop. He said that they would have a closed shop whether or not the contract provided for it, or regardless of the law.

It was pointed out in making this proposal that we were making a sincere effort to try to reach an agreement to settle this problem for the time being, at least, until we could see what developed and again I repeated that we were willing to meet as often as necessary between August 13th and August 22nd in order to reach a complete agreement.

Mr. Pilch said: "We do not think the ITU will allow [570] us to accept this. We will check with ITU, the ITU headquarters and let you know."

He said he did not think another meeting was necessary to give us an answer, but he said he would give us the courtesy of a formal reply.

Q. And by "ITU" whom do you mean?

A. The International Typographical Union. That is about all that happened that day.

* * *

[571] * * * Q. (By Mr. Sinsheimer) Mr. O'Keefe, I believe you testified that Mr. Pilch or other union representatives at some of these meetings had stated they were acting in accordance with instructions from the International Typographical Union, is that right?

A. Yes.

Q. Did they state what those instructions were?

A. I don't think they were ever specific. They indicated to us that we knew what the program was. That is, I stated

this morning the statement was made a number of times as you will see from subsequent record as well as from the past record.

Q. Now, after the August 13th meeting adjourned did you receive any reply from the union to your proposal which has been received in evidence as Board's Exhibit 10-C?

A. Yes, sir. As I testified before the noon recess, Mr. Pilch immediately before adjournment, which was about 12:30 that day, said that he did not think the International [572] Typographical Union would allow them to accept that proposal, but that he would check with International headquarters and let us know. Within three hours Mr. Pilch called me on the telephone, within three hours on the same day, and said that the answer to our proposal was absolutely no and that any contract agreed to prior to August 22d must contain the conditions as given to us in Form A without change.

Q. Did you say anything to Mr. Pilch in that telephone conversation?

A. Oh, I think I remarked that the answer came back pretty quickly or something like that. It was a very brief telephone conversation.

Q. Where are the International headquarters of the International Typographical Union?

A. In Indianapolis, Indiana.

Q. Following that telephone conversation were there any further meetings with the union?

A. Yes, the next meeting was on August 21st.

Q. Where was that?

A. That meeting was held in my office, the association office.

Q. Who was present at that meeting?

A. The same representatives for the union, Messrs. Pilch, Gerard, Rhoden, Burns, and Rhodes, and for the association, [573] Mr. Tom Antrim, Grumhaus, Willard Coutney, Griffin, Woodart, and myself. Mr. Denniston was not at that meeting.

Q. What occurred at that time?

A. The first thing Mr. Pilch handed me a sixty-day notice of termination of the then existing contract.

Q. Do you have that notice?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-D for identification a letter dated August 21, 1947, addressed to Mr. John F. O'Keefe, Secretary, bearing the signature of John J. Pilch.

(Thereupon the document above referred to was marked Board's Exhibit 10-D for identification.)

Q. (By Mr. Sinsheimer) Board's Exhibit 10-D for identification was handed to you by Mr. Pilch, then, at the opening of the meeting on August 21st?

A. Yes, sir.

Mr. Sinsheimer: I will offer Board's Exhibit 10-D in evidence.

Mr. Van Arkel: No additional objections.

Trial Examiner Leff: Board's Exhibit 10-D is admitted.

(The document heretofore marked Board's Exhibit 10-D for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Did Mr. Pilch make any statement [574] at the time he handed Board's Exhibit 10-D to you?

A. Nothing that I can recall. I asked him if he wanted to formalize his reply to our proposal which he had given me over the telephone on August 13th. Mr. Pilch stated the main reason that our proposal was turned down was in effect that it would directly affect their membership, the union membership, under the Taft-Hartley Law, would place them under the purview of the law.

He said that he had explained to us that the Typographical Union was going to ignore the law to the extent that it would not violate it, but they were not going to do anything that would put them under the purview of the act. He said that our proposal would do just the opposite to what they desired.

Then he said that the notice, the sixty-day notice, was served in accordance with the provisions of the Taft-Hartley Law.

Q. Did you say anything more or did Mr. Pilch say anything more at that meeting?

A. Well, I asked him what procedure he suggested from thereon and he said he would like to have us submit a proposal for conditions that we felt the publishers can pay in the way of wages, vacations and so forth. He said they would like to find out from us whether or not the union can prescribe conditions of employment that would [575] be satisfactory to the publishers.

I asked him what he meant or what was included in wages and vacations and he replied "Matters pertaining to wages and vacations," meaning wages, hours, sick benefit, severance, vacations, holidays and similar items.

He added that so far as conditions of employment were concerned, we have self-imposed conditions of employment. Our members, he said, will decide what conditions they work under. He said that the members of the union in the final analysis decide the conditions of employment that they will work under. He repeated that. Those conditions they will finally decide upon will not be construed by us in any manner as involving a meeting of the minds, but that he wanted to find out from us the best conditions that they could make or feel that their members can work under and that the members will decide whether or not they will work under them.

He said that if we submitted any proposals they would have to go through the procedure of sending them to the International headquarters before they could go any further on them.

Q. When you refer to the International headquarters, what International headquarters?

A. The International union, the International Typographical Union.

[576] He said when they decided on conditions of employment they would probably give the employers an opportunity to look at them, to see them, some time in advance of the expiration date or of the posting date.

I indicated that this didn't look like bargaining to me, collective bargaining as we—

Mr. Van Arkel: Mr. Examiner, if Mr. O'Keefe said that, I have no objection but—

The Witness: I said that.

Trial Examiner Leff: Did you say that?

The Witness: I said that, yes. It did not look like collective bargaining to me and Mr. Pilch replied that I would have to be the judge of whether that was the case, they were guided by their principles, too. But they were not going to afford an opportunity for being sued for breach of contract.

He said that this was one of the reasons why they were proceeding as they were.

They explained to us or attempted to explain the procedure that would be followed. It wasn't too clear. They

asked us if we would make a wage offer and an offer on these other economic issues. They didn't state that they would tell us whether they were satisfied or not, but the way I understood it, the explanation from them, was that we had finally reached a point, perhaps, where the [577] proposals from us would warrant serious consideration from the committee. They in turn would consider them and recommend them or something that grew out of the consideration of our proposals to their members for conditions of employment.

Q. (By Mr. Sinsheimer) What kind of proposals are you referring to now?

A. They were asking us to make proposals for economic questions which would be a part of the ultimate conditions of employment, which would be determined by the union, and he said they would consider any proposal the publishers may care to make. Anything that comes from you can not be considered as a meeting of minds. That was repeated a number of times, and out of the discussion, then, they brought out on the table the original proposal which was approved by the union membership prior to the enactment of the Taft-Hartley Law, in which they explained they could not propose to us because of the law, but they stated they were willing to give us that for our information and for whatever use it might be to us in determining what proposals on economic issues we might make.

Q. Do you have a copy of that?

A. Yes, I do.

Q. Or one of the originals that was submitted at that time?

[578] A. This was shown to us at that meeting on August 21st and either Mr. Gerard or Mr. Pilch said that they would send copies over to us later that day, which they did. They sent about half a dozen copies to my office. Here is one copy.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-E for identification a document consisting of approximately sixteen pages, the first page headed "Proposed Contract Appears at Left; Changes in Bold-faced; Deletions from Present Contract at Right in Italics," and then underneath, "Proposed Newspaper Contract Adopted by Chicago Typographical Union No. 16 at Regular Meeting Held Sunday, June 29, 1947."

(Thereupon the document above referred to was marked Board's Exhibit 10-E for identification.)

Q. (By Mr. Sinsheimer) Mr. O'Keefe, there appears some handwriting at the top of this in the following words, "This is for information only. It is not to be considered as a proposal." Was that handwriting on the document at the time it was submitted to you on August 21st?

A. Yes, it was, and the members of the union committee stated specifically at the time they indicated they were going to send these copies to us that they should definitely not be construed as a proposal, that they were giving them to us merely for our information, and we accepted [579] them, of course, on that basis.

Trial Examiner Leff: Are you offering it?

Mr. Sinsheimer: I am offering Board's Exhibit 10-E in evidence.

Mr. Van Arkel: No additional objections.

Trial Examiner Leff: Board's Exhibit 10-E is admitted.

(The document heretofore marked Board's Exhibit 10-E for identification was received in evidence.)

The Witness: Toward the end of that meeting Mr. Pilch reviewed the situation by telling us that they were not desirous of inflicting upon themselves any of the conditions of the Taft-Hartley Law, that while we may feel that they had given us many specific reasons, he said, "I think it is all contained in the one statement I made that the conditions of employment being prescribed solely by the union is for the purpose of protecting the interests of the union and its members. Everything contained in conditions of employment is specifically set down from the book of laws. We must maintain our priority and for every individual the right not to work under unsatisfactory conditions.

"We must maintain our right to self help to our members, to refuse to work on work that would deprive us of self help.

"There are many more of those basic fundamental [580] principles contained in ITU laws for many years, which you have indicated in the past have been all right. It is our course to have individual members retain the right not to work with non-union men. Your opposition to the fundamental principles we have been operating under for many years is indicative of the fact that you want to change conditions. You have no way to offer us a written contract that will preserve our rights."

Q. (By Mr. Sinsheimer) Whose statement was that?
A. That was Mr. Pilch's statement.
Q. At the meeting on August 21st?
A. On August 21st. Then there was some discussion about the responsibilities of the employer under the law, and I pointed out that the union should recognize that the employer does have a responsibility in endeavoring to preserve their own rights, to recognize also that the employer had a responsibility under the law that he could not ignore.

That was all at that meeting, sir.

Q. Well, did you state in any way what the employer's responsibility under the law was?
A. Well, I pointed out that the law contained a provision which indicated that he had no right to discriminate against a man because of his union or non-union affiliations.

I pointed out also under the secondary boycott [581] provisions of the law that it was conceivable that by tacitly or otherwise agreeing to a struck work clause or to a condition under which the union could refuse to handle struck work, it was conceivable that the employer might involve himself in some liability of some kind.

Q. Was there anything further—
A. Those subjects were discussed at several meetings.
Q. Was there anything further at the meeting of August 21st?
A. I don't recall anything further at that meeting.
Q. Did you make any reply to the letter which is in evidence as Board's Exhibit 10-D?
A. Yes, on August 22d I wrote to Mr. Pilch.
Q. Do you have a copy of that letter?
A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-F for identification a copy of a letter dated August 22, 1947, and addressed to Mr. John J. Pilch, President, Chicago Typographical Union No. 16.

(Thereupon the document above referred to was marked Board's Exhibit 10-F for identification.)

Q. (By Mr. Sinsheimer) Now, did you sign the original of this letter?
A. Yes.

Mr. Sinsheimer: I will offer Board's Exhibit 10-F [582] in evidence.

Mr. Van Arkel: No additional objections.

Trial Examiner Leff: Board's Exhibit 10-F is admitted.

(The document heretofore marked Board's Exhibit 10-F for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Now, did you have any communications, correspondence or further meetings with the union, Local No. 16?

A. The next meeting was held on September 3, 1947.

Q. Where was that held?

A. That was held in the association headquarters.

Q. Who was present at that meeting?

A. Present at that meeting were the same representatives of both the union and the association that attended the meeting on August 21st.

Q. Will you state what occurred at that time?

A. Yes. Mr. Pilch opened up the meeting by referring to my letter to him of August 22d. He said that, "You indicate it is to the best interests of the publishers and the union to meet for the purpose of negotiating a contract." He said, "There will be no contract. You read the action taken at the ITU convention and there isn't any possibility of a written signed contract." He said, "I emphatically repeat there will be no contract."

And I asked him the question, "I gather you will [583] not negotiate for a signed agreement," and he said I had the right answer, that they would not.

He said, "This is about the twenty-eighth time you have been told that. We are not going to have a written, signed contract." He said, "We will discuss and confer with you on conditions of employment."

Then I asked if the conditions of employment would be unilaterally decided by the union and its members and he said that was right.

Then we got into a discussion of the law, Section 8(D). I asked Mr. Pilch why the union was meeting the requirements of sub-section (1) and (3) of Section 8(D), and I said, "Based on our past experience," I said, "you are going to live up to sub-section (4)." That is the section that provides that a union must continue to work without resorting to strike or lockout and so forth until the contract expired, and he definitely confirmed that I was right on that, that they would continue working until the contract expired.

I asked why they were refusing to comply with subsection (2) which reads, and I quote: "The party desiring to terminate or modify a contract shall offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications."

[584] Well, Mr. Pilch said that they were living up to the law and that they did not have to negotiate for a contract. We never did reach any agreement on that subject.

Then Mr. Rhoden said, "It's utterly impossible to have a written contract. We are governed by the ITU program which was unanimously adopted at the convention. We have no other alternative."

He went on to say that one thing the people of this country insist upon is a responsible union and their union is just that type of union.

He said, "The ITU was not interested in the Wagner Act and neither was it interested in the Taft-Hartley Law."

He asked the publishers through the association to give consideration to making proposals for wages and other economic questions.

Mr. Gerard, the vice-president of the union, said that, "There will be no written contract and there is no use in your trying to evade that." He said, "John Pilch has told you twenty-eight times, that makes at least thirty-four times that we will say there will be no contract."

In the meantime I stated to the union representatives that it was the desire of the publishers from the beginning as we stated to them to try to reach an agreement, including [585] the closed shop, before August 22d, and failing that it was now our desire to attempt to negotiate for an agreement that offered a possibility of a meeting of the minds which would be effective on August 21st, when the then existing contract expired.

Toward the end of that meeting we were handed a copy of the Conditions of Employment form.

Q. Do you have that copy, Mr. O'Keefe?

A. Yes, I have.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-G for identification a document headed "Conditions of Employment," on which appears at the bottom of the last page the notation "P-2-847-4M."

Mr. Van Arkel: I believe that is identical with the one already in evidence, Mr. Examiner. I see no reason

to encumber the record, though I haven't examined them.

Mr. Sinsheimer: I think that Mr. Van Arkel's statement is correct.

Trial Examiner Leff: Would you prefer to show the witness the other exhibit and ask him if it is the same?

Mr. Sinsheimer: I have no desire of burdening the record either. If it is considered more desirable I will show him the other exhibit and ask him if it is the same.

I will move to withdraw Board's Exhibit 10-G for [586] identification and ask the witness to examine Board's Exhibit 7-J, which has been received in evidence, and state whether that is the same as the Conditions of Employment which were handed to him at the meeting on September 3d.

The Witness: I think it is the same.

Mr. Sinsheimer: Can we agree that this is the same as the other document which the witness produced, Mr. Van Arkel?

Mr. Van Arkel: Sure.

Q. (By Mr. Sinsheimer) Now, after you received these Conditions of Employment forms was there any discussion?

A. Some brief discussion. They stated that some of these conditions were ITU conditions, and they were "musts." They were mentioned, as I recall, 32 to 45, inclusive, with 41 and 42 eliminated—no, 42 and 43 eliminated.

Q. Was there any other discussion with respect to the Conditions of Employment?

A. I don't recall anything further at that meeting.

Q. Was there any further discussion of any kind at the meeting that you recall?

A. No, I don't recall anything further.

Q. Following the meeting of September 3d did you have any further communications, correspondence or meetings with the union?

A. I had a telephone conversation with Mr. Pilch on [587] September 12th, I believe it was, September 11th.

Q. Did you call Mr. Pilch or did he call you?

A. No, I called Mr. Pilch. I called him on instructions of the publisher members of the association. I would like to read that into the record if I may, a memorandum of that telephone conversation.

Q. Well, did you make or take notes of that conversation?

A. Yes, I had my part of the conversation fairly well noted before I called him, a memorandum of what I was going to say to him. Then I made some notes on his response.

Q. And what you are now referring to is the memorandum which you prepared at that time?

A. Yes, sir.

Q. Will you state who opened the conversation, who began it?

A. I did.

Q. What did you say?

A. I told him that when the last joint meeting of the typographical scale committee broke up we told him we would fully acquaint our publishers of the union's position relative to negotiations of an agreement and at the same time we would explain to them those conditions of employment which—I am talking to Pilch—"you assure us would have to be accepted by them. Since that meeting we have had a number of meetings, including a meeting [588] with the publishers and by the publishers I mean the owners of the Chicago newspapers who are members of the association. The object of this call is to report to you as we indicated at our meeting."

I made up the memorandum this way, using my name:

"O'Keefe stated I can assure you that the publishers have been fully informed, that they asked a good many questions which we did our best to answer concerning the union's consistent position that it is unwilling to negotiate for any kind of a contract."

I said, "frankly, John, they are at a loss to understand the attitude of the union."

At this point Mr. Pilch interrupted to say, "They understand what the ITU position is. They know what the Taft-Hartley Law is. They understand that there can be no contract; no meeting of the minds."

"O'Keefe then stated that the union had made its position very clear, that he had in his own words told us thirty-four times, that they had a fairly good understanding of the law but they, the publishers, could not understand the reason for the union's attitude.

"O'Keefe further stated that the publishers position concerning the union's mandated conditions is that they can not accept them.

"O'Keefe further stated that the publishers have

[589] asked me to assure you again their desire to negotiate for a contract, written or verbal, for an agreement that would involve a meeting of the minds.

"Mr. Pilch then repeated that there would be no contract and no meeting of the minds, that the union would post its conditions on October 21st and that if the publishers refused to accept them, the men would strike.

"He repeated that there could not be a meeting of the minds. He said you can not tell us verbally or otherwise that a closed shop would be continued, that the closed shop would be guaranteed.

"O'Keefe replied that the publishers could not guarantee the continuance of a closed shop but that they stated time and again to him and his associates that they did not intend to go out looking for non-union printers.

"Then Mr. Pilch said 'we must have a closed shop, we are going to have a closed shop.'

"O'Keefe then said, 'Then, John, what the publishers really want is an agreement of some kind and that if they can not be assured of negotiations for that the only avenue open to them is to notify the Federal Mediation and Conciliation Service in the hopes that they will be able to help find a solution of our problem, that we had told the publishers that this was the procedure the union had indicated it intended to take, and that they had advised [590] us to do the same.'

"O'Keefe added that there we would proceed to notify the Federal Mediation Service within the next few days."

We then wrote a letter to Mr. Pilch—

Q. Now, when you refer to O'Keefe you referred to yourself?

A. I am talking about myself.

Q. Was there anything further to that telephone conversation?

A. No, sir.

Q. Did Mr. Pilch make any statement in reply to your reference to the Conciliation Service?

A. I beg your pardon. I didn't read it all. I am sorry.

"Pilch reiterated over and over again, 'we will negotiate for wages ourselves, and working conditions.'"

That was his reply to the question—no, I am sorry. I am off again. Wait a minute. I don't have the rest of it here. Yes, he said, he made this statement, that he didn't see how the Mediation Service could settle any-

thing because most of the commissions over there, or some of the commissioners over there were ex-ITU members, and certainly if the officers of the union couldn't reach an agreement on this he didn't see how the Conciliation Service could do it.

* * *

[591] * * * Q. After you had indicated to Mr. Pilch that you would proceed to notify the Federal Mediation Service, did Mr. Pilch say anything?

A. "He said it may be our policy not to meet with the Conciliation people and I replied that he of course should—we of course could not tell what their policy would be, but that the law requiring notification of the Mediation [592] Service implied in my judgment the obligation to meet.

"Mr. Pilch then repeated that he did not say they would not meet but that it might be their policy not to.

"Mr. Pilch then further stated that he did not see how the Mediation Service could help, that most of their people were former ITU members, and that if his committee could not settle the problem, the federal mediators could not either.

"O'Keefe replied that the publishers were hopeful that the Mediation people might suggest a solution.

"O'Keefe further stated in view of the union's position previously expressed in meetings and confirmed by Mr. Pilch over the phone there did not appear to be any use in having any further meetings of the scale committee, but that a meeting could be arranged through the mediator when he contacted the union and the publishers.

"Mr. Pilch then asked that the publishers' position be confirmed by letter and he would report it to the union."

Q. You then confirmed the position of the publishers by letter?

A. Yes, sir.

Q. Do you have a copy of that letter?

A. Yes, I have.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-H for identification a copy of the letter [593] dated September 12, 1947, consisting of three pages addressed to Mr. John J. Pilch, President, signed Chicago Newspaper Publishers Association.

(Thereupon the document above referred to was marked Board's Exhibit 10-H for identification.)

Q. (By Mr. Sinsheimer: Did you sign the original of this letter?

A. Yes, I did.

Mr. Sinsheimer: I will ask Mr. Van Arkel if he admits for the union receipt of an original letter and the other letters which have been received?

Mr. Van Arkel: Yes, we admit receipt.

Mr. Sinsheimer: That also applies then to the other letters which have been introduced, which were sent to the union, Mr. Van Arkel?

Mr. Van Arkel: Well, I think that is correct. Yes, that is correct.

Mr. Sinsheimer: I will offer Board's Exhibit 10-H in evidence.

Trial Examiner Leff: Is there any objection other than your standing objection, Mr. Van Arkel?

Mr. Van Arkel: No additional objection.

Trial Examiner: Exhibit 10-H is admitted.

(The document heretofore marked Board's Exhibit 10-H for identification was received in evidence.)

[594] Q. (By Mr. Sinsheimer) Did you receive any reply to the letter which has been received in evidence as Board's Exhibit 10-H?

A. Yes, I did.

Q. In what form?

A. A letter from Mr. John J. Pilch, dated September 19, 1947.

Q. Do you have the original letter received from Mr. Pilch?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-I for identification the original letter dated September 19, 1947, addressed to Mr. John F. O'Keefe, signed John J. Pilch.

(Thereupon the document above referred to was marked Board's Exhibit 10-I for identification.)

Q. (By Mr. Sinsheimer) This letter was received by you shortly after the date it bears, Mr. O'Keefe?

A. Yes, sir.

Mr. Sinsheimer: I will offer Board's Exhibit 10-I in evidence.

Mr. Van Arkel: No additional objections.

Trial Examiner Leff: Board's Exhibit 10-I is admitted.

(The document heretofore marked Board's Exhibit 10-I for identification was received in evidence.)

[595] Q. (By Mr. Sinsheimer) Did you make any reply to a letter which has been received in evidence as Board's Exhibit 10-I?

A. Yes, sir.

Q. Do you have a copy of the letter which you sent in reply?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-J for identification a copy of a letter dated September 22, 1947, addressed to Mr. John J. Pilch, President.

(Thereupon the document above referred to was marked Board's Exhibit 10-J for identification.)

Q. (By Mr. Sinsheimer) Was the original of Board's Exhibit 10-J signed by you, Mr. O'Keefe?

A. Yes, it was.

Mr. Van Arkel: No additional objections.

Mr. Sinsheimer: And the union will admit receipt of this letter, Mr. Van Arkel?

Mr. Van Arkel: Yes, we will admit receipt.

Trial Examiner Leff: Board's Exhibit 10-J is admitted.

(The document heretofore marked Board's Exhibit 10-J for identification was received in evidence.)

Q. (By Mr. Sinsheimer) After the September 3rd meeting, [596] Mr. O'Keefe, in addition to the telephone conversation of September 11th and the letters of September 12th, 19th and 22d, were there any other communications or any further meetings with Chicago Local Union No. 16?

A. Yes, sir. The next event was a telephone call from Commissioner Murray of the United States Conciliation Service asking if we could attend a meeting in his office on September 23d. I told him we could. The meeting was held.

Q. Now, prior to that meeting, and referring to your telephone conversation of September 11th, I believe you stated that you were willing to enter into a verbal or written agreement?

A. Yes, sir.

Q. Did you specify what the nature of the verbal agreement would be?

A. Yes. As indicated in that telephone conversation, first, we had had several meetings of the publishers and owners of the newspapers and in an effort to find a way out, the publishers thought perhaps that the union might be willing to enter into a verbal agreement, and what we had in mind, of course, was an agreement that would have the force of a contract but would depend upon the good faith of each side to back it up, instead of the written form, printed form of contract that we had for many years, the publishers feeling that perhaps that might help to find [597] a solution of this problem were willing to agree to a verbal agreement.

Q. Well, did you state to Mr. Pilch or any union representative on September 11th, or any subsequent time, what you had in mind with respect to a verbal agreement?

A. Yes, it was stated during one or two of the meetings under the auspices of the Conciliation Service. I don't believe that there was any misunderstanding, or to put it another way, to put it affirmatively, I believe there was a complete understanding between the representatives of the union and ourselves what we meant by verbal agreement.

Q. Then you had a meeting at the office of the conciliator?

A. Yes, sir.

Q. On September 23d?

A. Yes, sir.

Q. Who was present at that time?

A. Present at that meeting besides Commissioner Murray were the same representatives of the union and the association who had attended the two previous meetings of the joint scale committee.

Q. And what occurred?

A. After the preliminaries were taken care of, that is, certain information that the commissioner obtained for [598] his record, the names of those present representing each side, the date of the contract, the expiration date, I believe that is all, he asked what the issues involved in the dispute were.

Q. You are referring to the conciliator now?

A. The conciliator, that is right.

I waited for Mr. Pilch to respond and he didn't, so I stated that the issue as I saw it arose over the efforts to negotiate a contract or an agreement which would be

within the law and which would involve a meeting of minds to replace the current agreement which expires on October 21st.

I further stated that the publishers have attempted to negotiate a contract, that the union had refused to negotiate a new contract but had agreed to discuss Conditions of Employment, which the union representative said would be unilaterally determined and are to be posted in the various newspaper plants.

Mr. Pilch then stated that five meetings had been held to date and then he said, "You understand the policy of the ITU will not permit us to discuss a contract." He said that the first two meetings were spent trying to consummate an agreement prior to August 22d.

Then the commissioner asked the union representatives to step out into another room with him and he returned [599] to the room where the association representatives remained about an hour later, talked with us for about thirty or forty minutes, and then asked the union representatives to come back and the meeting—it was agreed that the meeting would recess until further notice.

Actually, the union representatives and the association representatives were together with the conciliator for about five minutes that day.

Q. Did you have any further meetings with the union?

A. Yes, the next meeting was held on September 30th under the auspices of Commissioner Murray of the United States Conciliation Service.

Q. Who was present?

A. The same representatives of both the union and the association.

Q. This was at the commissioner's office?

A. I beg your pardon?

Q. This was at the commissioner's office?

A. Yes, it was.

Q. What occurred at that time?

A. Beg pardon?

Q. What occurred at that time?

A. Well, the commissioner asked if either party had any proposal or counter-proposals that might be recorded in order to facilitate matters.

[600] Mr. Pilch replied that there had been no meeting since the last one in the conciliator's office, and that they were ready to confer, discuss, negotiate Conditions of Employment.

I stated that the publishers had nothing new to offer at that time, that the association had made a proposal prior to August 22d, which was rejected by the union, and that since August 22d the association representatives had stated they were ready and willing to negotiate for an agreement, written or verbal, in accord with the law, to take the place of the contract which would expire on October 21st.

Then there was quite some discussion about that August 13th proposal to which I referred. Mr. Pilch stated that we had made the proposal contingent on the acceptance of the proposed Clause 51. That is the one which required that both sides interpret the terms and conditions of the contract so as not to violate any law, and I agreed that we had insisted on some clause similar to that and explained why, as I stated earlier today, because of our disagreement over the legality of the struck work clause, the question of whether any of the ITU laws, which would have been a part of that contract, were lawful or not, but in view of that disagreement we felt that the best way to meet it would be to put in a saving clause [601] similar to the one we suggested, and we got into discussion of bargaining and what was involved in good faith bargaining, both sides insisting upon their position, the union that they were willing to discuss Conditions of Employment, and the association insisting upon negotiations, at least, for a contract, negotiations that offered a possibility of a meeting of the minds.

That is all that occurred at that meeting.

Q. Referring to Board's Exhibit 10-J, did you ever receive any written reply to that letter, Mr. O'Keefe?

A. No, I did not. The matter did come up at one of these meetings under the auspices of the Conciliation Service, and I made an effort to find out from Mr. Pilch what part of our letter of September 12th was incorrect or wherein did it contain any misinterpretations of the union's position or of our position.

The one thing that he objected to was our statement that the union's position was not in the spirit of collective bargaining. Whether he had any other objections to it, I don't know. He declined to express them to me.

Q. That was at one of these meetings with the conciliator?

A. I think perhaps it was the second one, sir, the one on September 30th.

Q. Was there anything further at the meeting on September 30th that you recall?

[602] A. Not that I recall.

Q. Following the meeting on September 30th did you have any further communication, correspondence or meetings with the union?

A. Yes, there was a meeting on October 10th under the auspices of Commissioner Murray of the Conciliation Service.

Q. Was that conducted as a regular meeting, or what?

A. No; Commissioner Murray called the meeting to order and at the suggestion of Mr. Rhoden we mutually agreed that that would be an off-the-record meeting. Mr. Murray left the room and we met for about two hours.

* * *

[604] * * * Q. (By Mr. Sinsheimer) Will you state, then, Mr. O'Keefe, what occurred at the off-the-record meeting on October 10th?

A. Well, in substance what Mr. Rhoden proposed was an understanding under which we would agree to maintain the closed shop conditions, maintain these things which the union insists are fundamental to their existence, and there was a lot of talk about it, a non-union man coming in, struck work, and so forth.

But we finally indicated that we were not interested in any understanding because in the first place we were not going to put ourselves in the position where we would not feel free to meet our obligations under the law, and further we were not interested in any understanding which did not have the force of an agreement, an understanding that could be cancelled in a day or a week or a month or six months.

Generally what Mr. Rhoden was suggesting, however, was that the wage scale would be agreed to and would continue for a year but it was dependent, as I understand it, at least, upon the maintenance of the closed shop conditions.

[605] In other words, what he was proposing was that the composing room would continue to be operated as it always was.

Of course, our position has been from the beginning, that is, since August 22d, at least, that there was no way that we could guarantee a continuance of the closed shop. We explained and at that meeting we emphasized—this

off-the-record meeting that I am discussing now—we emphasized time and again that we had no intention of going around looking for a situation that would provoke the union.

Q. Was there anything further that you recall at this meeting of October 10th?

A. Mr. Rhoden had suggested at that meeting also that we make an offer of a wage increase, as increased wage.

Q. Did you make any reply to that?

A. Well, it was all part of the same proposition, you see, and understanding.

Q. Now, did you have any meetings with the union atfer October 10th?

A. October 17th. There was a meeting under the auspices of Mr. Murray of the Conciliation Service.

Q. That was held at his office?

A. Yes, sir.

Q. Who was present?

[606] A. As I recall the representatives of the union were the same as those who attended the previous meetings and the representatives of the association were Mr. Griffin, Mr. Woodard, Mr. Coutney and Mr. Tom Antrim. Mr. Grumhaus was absent from that meeting.

Q. Were you present at that meeting?

A. Yes, sir.

Q. Will you state what occurred at that time?

A. Shortly after the meeting started I presented to Mr. Pilch a proposal in memorandum form which reads as follows:

> "We propose that those provisions of our present contract that are within the law shall be continued for a period of at least one year from October 21, 1947, to October 21, 1948; that after such an agreement has been concluded in good faith between us, your representatives and ours shall consult on the matter of wages with the stipulation that when a wage scale has been mutually agreed upon it shall be retroactive to October 21, 1947, or for not more than sixty days."

Q. Did you give to Mr. Pilch the memorandum which you have just been reading, or did you just read from that at the meeting?

A. No, I handed him a memorandum.

Q. Now, were you just referring to a copy of that?

[607] A. This is not a copy of the exact memo that I handed to him but it is an exact copy of the proposal.

Q. After you handed that proposal to Mr. Pilch, what occurred, if anything?

A. Mr. Rhoden asked if hours, sick benefits and so forth could be discussed under that proposal. I replied that those items or any other items in the existing contract were subject to discussion and negotiation. I replied, however, that the publishers would insist upon the one year term which was the normal term of the contract, the minimum term of the contract, that we have had with the Typographical Union for many, many years.

The union representatives said that they would consider the proposal and would let us know later on. They also advised us that a special meeting of the union would be held on Sunday, October 19th, and at that meeting Conditions of Employment would be considered by the members.

Q. Was there anything further said by any of the parties at that time?

A. I don't recall anything further. There may have been.

Q. Did you address any communications to Mr. Pilch or any other officials of the union on or after October 17th?

A. Yes. Later on that day the owners of the Chicago newspapers addressed a letter to the members of the Chicago Typographical Union or to the—I beg your pardon, [608] to the composing room employees of the newspapers, which would be those members of the Chicago Typographical Union who worked for the newspapers. That letter was dated October 17, 1947, and was signed by the owners of the six newspapers.

I addressed a letter that day to Mr. Pilch, enclosing for his information a copy of that letter which had been sent to the members.

Q. Do you have the letter which you addressed to Mr. Pilch?

A. Yes, I do.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-K for identification a letter dated Oc-

tober 17, 1947, a copy of letter dated October 17, addressed to Mr. John J. Pilch, President.

(Thereupon the document above referred to was marked Board's Exhibit 10-K for identification.)

Q. (By Mr. Sinsheimer) Now, was the original of this letter signed by you?

A. Yes, sir.

Mr. Sinsheimer: And as Board's Exhibit 10-L for identification a letter dated October 17, 1947, addressed to Our Composing Room Employees, consisting of two pages, the second page of which purports to have been signed by the publishers of the six Chicago newspapers involved.

[609] (Thereupon the document above referred to was marked Board's Exhibit 10-L for identification.)

Mr. Van Arkel: We acknowledge receipt and have no additional objections.

Trial Examiner Leff: Board's Exhibits 10-K and 10-L are hereby admitted.

(The documents heretofore marked Board's Exhibits 10-K and 10-L for identification were received in evidence.)

Q. (By Mr. Sinsheimer) Exhibit 10-L is the letter referred to in No. 10-K, is that correct?

A. That is right.

May I go back to the October 17th meeting? There was one brief discussion I do recall.

Q. (By Mr. Sinsheimer) Do you recall anything further that occurred at the meeting on October 17th?

A. Well, at all of these meetings of course we had a good deal of talk about contract and conditions of employment, but at the meeting of October 17th, toward the end of the meeting, Mr. Rhoden indicated that perhaps they would be willing to negotiate for a contract and Mr. Pilch said, "No, not yet." I don't know what the reason for that was but it began to look as if we might get a change in the picture.

Q. Now, after October 17th did you have any further [610] communications or meetings with the union?

A. The next day I had a telephone call from Mr. Pilch.

Q. Do you recall what was said in that conversation?

A. I made a few notes after the conversation. This does not purport to be the complete conversation. It is quite a long conversation, as a matter of fact.

Mr. Pilch called me and asked me or told me that he had received from one of the members a copy of this letter that the publishers had sent out and he indicated that we did not have the courtesy to send him one.

I explained to him that I mailed him one the night before and was sorry that he hadn't received it. Actually, I told him that the copy of the letter to him was mailed before any of the others were mailed.

But in the course of the conversation he asked me the meaning of the last paragraph of the letter, the next to the last paragraph of the letter, which read as follows:

"In previous years work has continued pending the conclusion of a new agreement."

He said that his interpretation of it was that the publishers wanted to get the printers out of the composing room and operate without them.

I assured Mr. Pilch that the purpose of that paragraph was exactly the opposite of the interpretation [611] which he expressed to me, that it was designed to keep the members working at their jobs in the composing rooms until a new agreement was reached. The publishers wanted to operate their composing rooms with members of the Chicago Typographical Union who were presently working in those composing rooms, and they had no desire to operate their composing rooms with anyone else.

He stated nevertheless he was going to interpret the letter to the members of the union in accord with what he believed the purpose of the letter to be.

We then discussed our inability at arriving at a solution of the problem and I stated that the publishers, again repeated that the publishers desired a contract that was within the law, that if the union would agree to that our problem would be settled.

Pilch said that we would not get a contract so long as he was alive and so long as the Taft-Hartley Law was in effect.

Q. Was there anything further that you recall said during that telephone conversation?

A. It was quite a long conversation having to do principally with this letter, and with this particular paragraph that he referred to, repeating a number of times what his interpretation was, and I repeated a number of times in attempting to assure him that the opposite was

[612] the correct interpretation and the purpose of the paragraph.

Q. You are referring to the letter from the publishers which is in evidence as Board's Exhibit 10-L, is that correct?

A. That is correct.

Q. Now, after that telephone conversation did you have any further communication or meetings with the union?

A. We had a meeting on October 20th.

Q. Where was that meeting held?

A. That meeting was held in the association office.

Q. Who was present?

A. I believe the same representatives for the union and the representatives of the association who had attended most of the scale meetings, namely, Mr. Coutney, Mr. Griffin, Mr. Grumhaus, Mr. Tom Antrim, Mr. Woodard and myself.

Q. What occurred at that time?

A. At that meeting Mr. Pilch stated that the members of the union had met the day before and had unanimously approved Conditions of Employment. He said he was then formally presenting copies of the Conditions of Employment as approved.

Q. Did he then present a copy or copies of the Conditions of Employment as approved?

[613] A. Yes, he did.

Q. Do you have a copy that was presented at that time?

A. Yes, I have.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-M for identification a document consisting of six pages, the first of which is headed, "The Following Conditions of Employment Submitted for Approval of the Membership, Sunday, October 19, 1947," and is headed "Conditions of Employment." The last page of the document bears the printed names of John J. Pilch, A. J. Gerard, Joe Rhoden, N. C. Burns, and J. C. Rhodes.

(Thereupon the document above referred to was marked Board's Exhibit 10-M for identification.)

Q. (By Mr. Sinsheimer) Is the Board's Exhibit 10-M for identification the Conditions of Employment which were presented to you by the union at a meeting on October 20th?

A. Yes, sir.

Mr. Sinsheimer: I will offer Board's Exhibit 10-M.

Mr. Van Arkel: No objections.

Trial Examiner Leff: Board's Exhibit 10-M is received.

(The document heretofore marked Board's Exhibit 10-M for identification was received in evidence.)

Q. (By Mr. Sinsheimer) At the time that Board's Exhibit [614] 10-M was presented to you did Mr. Pilch or any representative of the union make any statement?

A. Well, he stated that they had been approved by the union at the meeting the day before unanimously, I think, and that he was formally presenting us with a copy of the conditions as approved.

I asked him if that formal presentation meant that was formal notice that these were the conditions under which the members would work on an after October 21st, and Mr. Pilch replied that they were being presented for discussion. They asked—whether it was Mr. Pilch or Mr. Rhoden, I don't recall—asked that the publishers' representatives make a proposal for increased wages, reduced hours, indicating how they felt about increased vacations, sick benefits, severance pay, et cetera. He stated they did not like these economic terms as they had been stated in the Conditions of Employment which had been approved the day before, to make a further suggestion that they would be glad to consider.

They also indicated at that meeting that the publishers' proposal had been rejected because it was vague, inadequate and incomplete.

Q. Is that the proposal that was made on October 17th?

A. That is correct, yes, sir. I asked him to explain that and he stated that it was too vague and apparently [615] left to the publishers the determination of the clauses that were illegal and inadequate because it did not contain a wage increase.

The union committe indicated that what they were particularly interested in then was a wage increase. We pointed out to them that ITU bulletins which had come to our attention had contained instructions to local unions to get from the publishers a wage offer which could be included in the Conditions of Employment, if the union decided that the offer was satisfactory, and because of these instructions the publishers were insisting that they be assured of an agreement, some kind of an agreement on

the balance of the working conditions before they would make a wage offer.

The union representatives also suggested then that the publishers submit their own conditions of employment which could be discussed and perhaps an understanding reached on them, but these, of course, the discussion revealed, would depend in the same way upon the maintenance of conditions which the publishers had no way to guarantee, that the publishers' conditions of employment, the same as the union's, would be a day-to-day proposition which had stability only so long as either side, you might say, wanted to keep them in effect, and that for that reason the publishers insisted that they must have an agreement, [616] or at least indications that they were negotiating for an agreement.

• • •

[617] Q. (By Mr. Sinsheimer) Mr. O'Keefe, did you have another meeting with the union following the October 20th meeting?

A. Yes, we had a meeting on October 21st, the next day.

Q. Where was that meeting?

A. That meeting was held in my office.

Q. Who was present?

A. Present at that meeting were the same representatives for the union and the same representatives for the association, Messrs. Tom Antrim, Coutney, Griffin, Grumhaus, Woodard and myself.

Q. Will you state what occurred at that time?

A. Yes, I opened the discussion of that meeting by reviewing the efforts at negotiations to date. I went back to the beginning. I said that the union had taken the position from the beginning that it was going to ignore the law, that the publishers likewise would have to ignore the law if they were going to continue having any relationship at all with the union. The union presented mandatory provisions of Form A and stated these provisions must be included in any agreement reached, and that their substance could not be changed.

I then referred to the proposal which the publishers made on August 13th, in which they offered to continue the present contract including the closed shop for one year with the addition of a qualifying clause to the

[618] effect that neither party would interpret the terms and conditions of the contract so as to violate the law.

We offered to meet night and day if necessary to negotiate such an agreement, including wages, and that the union had promptly turned this proposal down.

I then stated that the union had proposed conditions of employment, the preamble of which stated that the conditions could not be interpreted as involving a meeting of minds, that the publishers had refused to agree to conditions of employment because they believed that the best interests of both sides would be best served by a continuance of contractural relations, that the union had proposed that the publishers offer conditions of their own and had also proposed various types of understandings, none of which would involve an agreement or have the force of an agreement, and that the union's position since turning down the publishers' proposal of August 13th, until Friday, October 17th, was that there could be no contract and no meeting of minds.

That on last Friday, October 17th, one of the members of the union committee had indicated that they could sign a contract but another one corrected him by saying it was too early to make such a proposal.

Mr. Pilch asked what all this amounted to and what it would lead up to and I replied that it was obvious [619] to the publishers that the position that had been taken by the union was completely in accord with the policy laid down by the International, the International Typographical Union. I referred to the number of bulletins issued by the International officers as proof that his instructions were being followed by the local union, the purpose of which was to ignore the law themselves, force the publishers to ignore the law and to retain practices which are made illegal by the law.

I referred to the various bulletins which had been sent out by the union to officers and scale committees of all subordinate unions.

The specific bulletins that I referred to and read from at that meeting were these:

Bulletin No. 98 which was approved by the International Typographical Union and signed by the members of the Executive Council on September 3, 1947.

Trial Examiner Leff: Is that that postcard bulletin?

The Witness: That is the postcard bulletin, yes, sir. It is Taft-Hartley Law Point No. 17.

"Our objective is conferences with employers.

"First, submit our—"

Trial Examiner Leff: We have them in evidence, Mr. O'Keefe, so if you will refer just to the number of the bulletin it will be sufficient for all purposes.

[620] The Witness: All right. I refer to Bulletin No. 98, Bulletin No. 99; the letter signed by Mr. Randolph, president of the International Typographical Union, dated October 7, 1947, addressed to the Officers and Members of all Subordinate Unions of the International Typographical Union.

Q. (By Mr. Sinsheimer) What was the date of that letter?

A. October 7, 1947. I referred to the Explanation of Change in Strategy Because of Attack by NLRB Counsel against Our Collective Bargaining Policy, issued by order of the Executive Council of the International Typographical Union, and also to the letter dated October 6, 1947, addressed to the Officers of the Scale Committee of All Subordinate Unions, as signed by Woodruff Randolph, President.

Now, did you refer to any parts of these particular documents?

A. Yes, yes, sir.

Q. Drawing your attention to Board's Exhibit 7-N-18, is that the postcard bulletin No. 98 that you had reference to?

A. Yes, sir.

Q. And did you refer to that in its entirety or did you refer to specific parts of it at the meeting on October 21st?

[621] A. I referred to that one in its entirety.

Q. I believe you also stated that you referred to a bulletin known as Bulletin No. 99?

A. Yes, sir.

Q. Now, is that the same as Postcard Bulletin No. 99 which has been received in evidence as—

Mr. Sinsheimer: I would just like to call the attention of the Examiner to the fact that I believe that these markings do not follow the markings on the postcard bulletins.

Trial Examiner Leff: Yes, I noticed that yesterday. It doesn't matter, however.

Mr. Sinsheimer: We will ask that they subsequently be corrected to conform to the other markings.

Q. (By Mr. Sinsheimer) But referring to Board's Exhibit 7-N, Mr. O'Keefe, is Postcard Bulletin No. 99 referred to therein the postcard bulletin that you referred to at the meeting of October 21st?

A. Yes, sir.

Q. Did you refer to that bulletin or discuss that bulletin in part or in its entirety?

A. I discussed that one in part.

Q. Which parts of that did you point out at the meeting on October 21st?

A. I referred to the first three paragraphs.

[622] Q. I believe you also stated that at the meeting on October 21st you referred to a letter dated October 7, 1947. Now, I will show you Boards Exhibit 7-S. Is that the letter you had reference to?

A. Yes, sir.

Q. At the meeting on October 21st did you refer to that exhibit, Board's Exhibit 7-S, that letter, in its entirety or in part?

A. I referred to it in part, No. 4 down.

Q. You also testified that you referred to a document entitled "Explanation of Change in Strategy." I will show you Board's Exhibit 7-T. Is that the document you had reference to?

A. Yes, sir.

Q. Did you refer to that in its entirety or in part?

A. I think I referred to that completely.

Q. You also testified that you referred to a letter dated October 6 of 1947, and I show you Board's Exhibit 7-P and ask you if that is the letter that you referred to?

A. Yes, and I referred to that completely.

Q. At that time did you read from these documents?

A. Yes, sir.

Q. And you read the parts that you have just enumerated?

A. Yes, sir.

[623] Q. What else occurred at that meeting?

A. Well, after referring to these bulletins and letters and the review of the efforts at negotiations to date, I

then stated that the publishers saw no possibility of reaching agreement with the local committee in view of the experience to date and in view of the instructions and in view of the evidence that they had given us that they were following these instructions. We saw no possibility of reaching an agreement with the local union and suggested perhaps the best thing to do would be to wait until Mr. Randolph was available, the one man who could change the policy if it was to be changed, or until there was a determination through the National Labor Relations Board or in some other way.

The union then presented for the first time Form P-6(a) which they said they were willing to bargain on.

After some discussion Mr. Rhoden admitted that the sixty-day termination clause was a "must" and could not be changed.

Q. Do you have the Form P-6(a) which you say the union presented at that time?

A. Yes, I have.

Mr. Sinsheimer: Can we agree, Mr. Van Arkel, that this is the same form which is now in evidence?

Mr. Van Arkel: We can.

[624] Mr. Sinsheimer: As Board's Exhibit 7-Q?

Mr. Van Arkel: We can.

Mr. Sinsheimer: The Board so agrees with Mr. Van Arkel and I will therefore not burden the record any further.

Mr. Diamond: Did I understand you did agree?

Mr. Van Arkel: Yes, I think so. He asked me if I could and I said yes I could.

Trial Examiner Leff: Mr. Van Arkel agreed even before Mr. Sinsheimer did.

Q. (By Mr. Sinsheimer) What else was said if anything at that meeting with respect to Form P-6(a) or anything else?

A. We indicated that we had already had copies of Form P-6(a) and had gone over them and Mr. Rhoden, as I said, stated that the sixty-day termination clause must be included as part of the P-6(a) and could not be changed.

Mr. Pilch stated that Sections A to I, inclusive, were not subject to change. We took the position that the sixty-day termination clause offered no stability, that

it was based on the same general theory that the Conditions of Employment were based upon, but instead of being cancellable on a day's notice, this would be cancellable on sixty days' notice, unless conditions which may involve a violation of the law by the employers [625] were maintained.

We stated, however, that we would discuss the matter with our publishers and meet with them later.

In the meantime Mr. Pilch again suggested that we make an offer on wages and settle the matter at least for the time being in that way.

I don't know that anything further occurred at that meeting.

Q. After you had made your statement with respect to prior bargaining or negotiating or whatever you might call it, that is, with respect to the dealings which you had been having with the union, after you made your resume of your dealings, was anything said by the union?

A. I beg your pardon?

Q. After you made your resume of your relations and dealings you had been having with the union since July, did the union make any statement?

A. Well, Mr. Pilch asked what the point of it all was, at one stage at least. I don't recall anything specific.

There was of course some discussion about making a wage offer and putting some money in the envelope, keeping the men satisfied.

Q. And it was at this point that the P-6(a) was presented?

A. That is my recollection, yes.

Q. Following the meeting on October 21st did you have [626] any further communications with the union?

A. Yes, on October 22d I mailed a letter to Mr. Pilch.

Q. Do you have a copy of that letter?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-N for identification a copy of the letter dated October 22, 1947, addressed to John J. Pilch, President.

(Thereupon the document above referred to was marked Board's Exhibit No. 10-N for identification.)

Q. (By Mr. Sinsheimer) Was the original of this signed by you, Mr. O'Keefe?

A. Yes.

Mr. Van Arkel: No additional objections. Acknowledge receipt.

Trial Examiner Leff: Are you offering 10-N?

Mr. Sinsheimer: I am offering 10-N.

Trial Examiner Leff: Exhibit 10-N is admitted.

(The document heretofore marked Board's Exhibit 10-N for identification was received in evidence.)

* * * *

[630] * * * Q. (By Mr. Sinsheimer) Mr. O'Keefe, did you receive any reply to the letter of October 22nd which has been received in evidence as Board's Exhibit 10-N?

A. No, sir.

Q. After sending that letter did you have any further communications or meetings with the union?

A. Yes, we had a meeting on October 23, 1947.

Q. Where was that held?

A. That meeting was held in my office.

Q. Who was present?

A. Messrs. Pilch, Gerard, Rhoden, Burns and Rhodes for the union; Messrs. Grumhaus, Tom Antrim, Woodard, Griffin, Coutney and myself for the association.

Q. What occurred at that meeting?

A. At the beginning, at the start of the meeting, I stated that the publishers had met with us the day before and had considered the union proposal, P-6(a); that they also considered the ITU instructions with respect to it, and which were referred to in my testimony yesterday, particularly Mr. Randolph's statement that sixty-day [631] termination clause of P-6(a) provided ample reason for the employers to decline to accept it, and the further statement that Sections A to I were "musts" and could not be changed, and finally the statement that P-6(a) made the Conditions of Employment more acceptable to employers, should make the Conditions of Employment more acceptable to employers; that they had also considered the stated objectives, objectives expressed both by Mr. Randolph in his testimony in Baltimore, and by members of the local committee, that their objectives were to retain the closed shop, the right to refuse to handle struck work, the right to unrestricted control on their jurisdiction, that they had further considered the statements Mr. Rhoden made on October 21st, the meeting, that the sixty-day termination clause was a

"must" and could not be changed, and Mr. Pilch's statement that Sections A to I could not be changed, and that they therefore had concluded that in view of all these circumstances that they could not accept P-6(a) and that they saw no use in further discussion of it with the local committee because obviously the executive council or Mr. Randolph were the only ones that could change it in any way if it was to be changed.

Mr. Pilch asked if we had any further proposal to make and we told him that in view of the International [632] policy we saw no way of making a proposal which would guarantee to the union the objectives that it desired.

Mr. Pilch stated that under these circumstances there was no use to continue further, and stated that we were resolved to support the so-called ANPA program, which we told him was not so.

There was some further discussion then about the sixty-day termination notice and that led to a discussion of 8(D) of the LMRA which, as on previous occasions when we got into a discussion of the law, we arrived no place.

Then Mr. Pilch referred to our letter of October 22d and charged that we were attempting to maintain our own conditions as a result of that letter. We explained to him the letter would not have been written at all if it had not been for the telegram which was posted on the bulletin boards of the various composing rooms, I believe it was, on the night of October 21st, the substance of it being that the composing rooms would be operated under ITU law.

We told him we did not know what that meant, that we were convinced that at least some of the laws, general laws of the ITU, were not in accord with the federal law and that, therefore, we had written this letter dated October 22d, first, to protect ourselves, and second, to merely state the traditional practice which had [633] prevailed in previous years when a contract was not consummated by the expiration date, and that we also wanted to assure the union again that any agreement reached and any wage scale subsequently arrived at would be retroactive to the expiration date of the old contract, or for at least sixty days.

Then Mr. Pilch referred to the letter which the publishers had signed, and which had been sent to members of the union who were employed by the newspapers, and asked in view of the fact that they signed that letter, whether

they would be willing to meet with Mr. Randolph if he came to Chicago.

I explained to him that one of the publishers was confined to a hospital, another had just started on an extended trip, that unfortunately they would not be available to meet Mr. Randolph, but that representatives with authority would meet with him, and be prepared to negotiate with him. I think it was indicated, then, that at least one of the publishers would definitely be available and there was a good prospect of one or two others.

There was also some discussion about the use of varitypers at that meeting, and of course Mr. Pilch and his associates objected to their use in so-called preparatory work.

We attempted to point out to him that their Conditions [634] of Employment, at least in the preamble, stated that if the conditions were not accepted it would be tantamount to a lock-out, and in view of that prospect the publishers were merely attempting to take whatever steps they could to protect their interests, but that their desire and intention was to have the members of the Chicago Typographical Union continue to get out the newspapers if they would.

Finally, one of the members of the union scale committee sent around a note which finally reached me that said "I move we adjourn," so that the meeting adjourned.

Q. I believe you referred to certain testimony of Mr. Randolph in Baltimore in the course of the discussion on October 23d. What were you referring to exactly when you said Mr. Randolph's testimony in Baltimore?

A. I can't recall now how detailed I was at the meeting with the union, but in the discussion with the publishers he referred to the purpose, the objectives of the union, the sixty-day termination notice, the purpose of that, the fact that the law didn't require sixty days, they may have decided on ten days or twenty days. I believe that was the substance of the testimony.

Q. Well, were you referring to the testimony that Mr. Randolph gave in another proceeding before the National Labor Relations Board, or some other matter?

[635] A. No, that was it.

Q. That is, the proceeding before the National Labor Relations Board held in Baltimore?

A. I believe that was it. I believe that was it. I referred to testimony. I may have been incorrect when I said testimony at the Baltimore case. I said some testimony, statements.

Q. When you referred to varitypewriters, what are they?

A. It is a substitute process.

Q. That is a substitute process for publishing a newspaper without using the composing room?

A. That is right.

Q. Do you recall anything further that occurred at the meeting on October 23d?

A. I don't recall anything further, sir.

Q. Did you have any discussion at that time with respect to a newspaper article or statement of Mr. Pilch?

A. Oh, yes. I referred to that in that introductory discussion as further evidence of the fact that the local union was going to follow ITU policy. Mr. Pilch was quoted in a newspaper article right around the day of that meeting as saying that the Chicago local was going to follow the ITU policy.

Q. Now, after the meeting on October 23d did you have any further communications, correspondence or meetings [636] with the union?

A. Yes, I wrote Mr. Pilch on October 25th enclosing a letter, a copy of a letter, which had been sent to the members of the Typographical Union who worked for the newspapers, and signed by the members of the association, the newspaper members of the association.

Q. Do you have a copy of that letter with the enclosure?

A. Yes.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-O for identification a copy of letter dated October 25, 1947, addressed to Mr. John J. Pilch.

(Thereupon the document above referred to was marked Board's Exhibit 10-O for identification.)

Q. (By Mr. Sinsheimer) Was the original of that letter signed by you, Mr. O'Keefe?

A. Yes, sir.

Mr. Sinsheimer: And as Boards Exhibit 10-P for identification a copy of letter dated October 25, 1947, consisting of three pages, the last page of which bears the

printed designation of Chicago Newspaper Publishers Association, and each of the member newspapers,

(Thereupon the document above referred to was marked Board's Exhibit 10-P for identification.)

Mr. Van Arkel: No additional objections. We acknowledge receipt.

[637] Trial Examiner Leff. You are offering it?

Mr. Sinsheimer: We are offering Board's Exhibits 10-O and 10-P.

Trial Examiner Leff: The offered exhibits are received.

(The documents heretofore marked Board's Exhibits 10-O and 10-P for identification were received in evidence.)

Q. (By Mr. Sinsheimer) Board's Exhibit 10-P is the enclosure referred to in the letter of October 25th, Board's Exhibit 10-O, Mr. O'Keefe?

A. Yes, sir.

Q. Did you receive any reply to the letter which is in evidence as Board's Exhibit 10-O?

A. No, sir, I did not.

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[645] • • • Q. (By Mr. Sinsheimer) Now, Mr. O'Keefe, after the October 29th meeting did you have any further communications with the union?

A. Yes, on November 4th we sent a wire to Mr. Randolph.

Q. Do you have a copy of that?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-U for identification a copy of a wire, a Western Union telegram dated November 14, 1947, addressed [646] to Mr. Woodruff Randolph, President, International Typographical Union, signed Chicago Newspaper Publisher's Association.

(Thereupon the document above referred to was marked Board's Exhibit 10-U for identification.)

Q. (By Mr. Sinsheimer) Was the original of this wire I have asked the reporter to mark as Board's Exhibit 10-U sent by your office?

A. Yes, sir.

Q. Did you receive any reply to Board's Exhibit 10-U for identification?

A. Yes, sir. In the meantime a similar message was sent on November 4th to Mr. Pilch.

Q. You sent a similar wire to Mr. Pilch on November 4th?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-V for identification a copy of a Western Union telegraph dated November 4, 1947, addressed to Mr. John J. Pilch, President, signed Chicago Newspaper Publishers Association.

(Thereupon the document above referred to was marked Board's Exhibit 10-V for identification.)

* * *

[647] * * * Q. (By Mr. Sinsheimer) Did you receive any reply to the wires or telegrams marked Board's Exhibits 10-U for identification and 10-V for identification, the first being addressed to Mr. Randolph, and the second to Mr. Pilch?

A. Yes, we received a reply from Mr. Randolph on November 5th and a reply from Mr. Pilch on November 5th.

Q. Do you have the replies from Mr. Randolph and Mr. Pilch?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-W for identification an original telegram addressed to Mr. John F. O'Keefe, bearing date, November 5, 1947, and the signature of Woodruff Randolph, President.

(Thereupon the document above referred to was marked Board's Exhibit 10-W for identification.)

Mr. Sinsheimer: As Board's Exhibit 10-X for identification an original telegram addressed to Chicago Newspaper Publishers Association, dated November 5, 1947, signed, Chicago Typographical Union No. 16, John J. Pilch, President.

(Thereupon the document above referred to was marked Board's Exhibit 10-X for identification.)

Q. (By Mr. Sinsheimer) Did you make any reply, Mr. [648] O'Keefe, to the telegrams of November 5th from Mr. Pilch and Mr. Randolph?

A. Yes, I did. I replied to Mr. Randolph's wire on November 5th and to Mr. Pilch's wire on the same date.

Q. Do you have copies of the telegrams which you sent?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-Y for identification a copy of a telegram dated November 5, 1947, addressed to Mr. Woodruff Randolph, President of the International Typographical Union, bearing the signature, Chicago Newspaper Publishers Association, John F. O'Keefe, Secretary.

(Thereupon the document above referred to was marked Board's Exhibit 10-Y for identification.)

Q. (By Mr. Sinsheimer) Was the original of that wire, Board's Exhibit 10-Y for identification, signed by you, Mr. O'Keefe?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-Z for identification a copy of wire, telegram, dated November 5, 1947, addressed to Mr. John J. Pilch, President, Chicago Typographical Union No. 16, signed, Chicago Newspaper Publishers Association, John F. O'Keefe, Secretary.

[649] (Thereupon the document above referred to was marked Board's Exhibit 10-Z for identification.)

Q. (By Mr. Sinsheimer) Was the original telegram sent by you, Mr. O'Keefe?

A. Yes, sir.

Q. Did you receive any reply to the telegrams which have been marked as Board's Exhibits 10-Y and 10-Z, the first being to Mr. Woodruff Randolph, dated November 5th, the second dated November 5th, being to Mr. John J. Pilch?

A. I received a reply to the wire from Mr. Randolph.

Q. Do you have that?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-AA for identification an original Western Union telegram, dated November 6, 1947, addressed to John J. O'Keefe, Secretary, Chicago Newspaper Publishers Association, signed Woodruff Randolph, President.

(Thereupon the document above referred to was marked Board's Exhibit 10-AA for identification.)

Q. (By Mr. Sinsheimer) Exhibit 10-AA was received by you, then, on November 6th, is that right, Mr. O'Keefe?

A. Yes, sir.

Q. In that wire there is a reference to a telegram of November 6th. Did you send any telegram to Mr. Randolph on November 6th?

[650] A. No, sir, our telegram was dated November 5th. It may have had a November 6th date on it when he received it.

Q. Did you receive any reply from Mr. Pilch to the Board's Exhibit 10-Z for identification?

A. No, sir.

Q. Did you make any reply to Mr. Randolph's wire dated November 6th, which has been marked Board's Exhibit 10-AA for identification?

A. Yes, sir, I sent him a wire on November 7th.

Q. Do you have a copy of that telegram?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-BB for identification a copy of a telegram dated November 7, 1947, addressed to Mr. Woodruff Randolph, President, International Typographical Union, signed Chicago Newspaper Publishers Association.

(Thereupon the document above referred to was marked Board's Exhibit 10-BB for identification.)

Q. (By Mr. Sinsheimer) Was the original telegram, marked Board's Exhibit 10-BB for identification, sent by your office to Mr. Randolph?

A. Yes, sir.

Q. Did you receive any reply to the telegram which has been marked as Board's Exhibit 10-BB for identification?

[651] A. Yes, sir.

Q. Do you have that reply?

A. Yes, sir. It is a telegram from Mr. Randolph, dated November 8th.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-CC for identification an original telegram, dated November 8, 1947, addressed to John F. O'Keefe, Secretary, Chicago Newspaper Publishers Association, signed Woodruff Randolph, President.

(Thereupon the document above referred to was marked Board's Exhibit 10-CC for identification.)

Q. (By Mr. Sinsheimer) Did you make any reply to the telegram which has been marked Board's Exhibit 10-CC for identification?

A. I do not think we did.

Q. Did you have any further communication with the union?

A. Yes, either that day—about that day, I think, Mr. Pilch called and asked to arrange for a meeting at 2:30 in the afternoon of November 10th. He said that Mr. Randolph would be in town.

Q. What did you say?

A. I said yes, I would arrange a meeting.

Q. Did you arrange for such a meeting?

A. Yes, sir.

Q. Prior to the time of that meeting were there any [652] other communications, correspondence or conversations with representatives of the union?

A. Not that I recall.

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Trial Examiner Leff: There being no objection other than the standard objection which was made early in this proceeding, and which was overruled, Board's Exhibits [653] 10-U through 10-CC, inclusive, are hereby admitted.

(The documents heretofore marked Board's Exhibits 10-U through 10-Z, and 10-AA through 10-CC for identification were received in evidence.)

Q. (By Mr. Sinsheimer) Mr. O'Keefe, did you then meet with representatives of both the International Union and the Chicago Typographical Union Local No. 16?

A. Yes, sir.

Q. When was the first meeting?

A. The first meeting was held at 2:30 p.m. on Monday, November 10, 1947.

Q. Where was that held?

A. It was held in the association headquarters, my office.

Q. Who was present at that meeting?

A. Present for the union was Mr. Randolph, President of the International Typographical Union; Mr. Larry Taylor, First Vice-president; Mr. Don Hurd, Secretary-treasurer of the International Union; and Messrs. Girard, Burns, Rhoden, Rhodes. According to my record here Mr. Pilch was not present. I do not recall that that was a fact. I thought he was present.

Q. Who else was present at this meeting?

A. Present for the association was Messrs. Marshall Field, publisher of the Chicago Sun; Russ Stuart, I believe he is vice-president of the Sun-Times; Mr. Lloyd

[654] Garrison, an attorney representing the Times and Sun; Mr. E. M. Antrim, vice-president and business manager of the Chicago Tribune; Mr. John Park, production manager of the Chicago Tribune; Mr. E. P. Barnes, business manager of the Chicago Daily News; Mr. Andrew Hamilton, an attorney for the association; Mr. Robert Bassett, labor counsel for the Hearst newspapers; Mr. Grumhaus, Mr. Griffin, Mr. Coutney, Mr. Woodard; Mr. Philip Page, business manager of the Chicago Journal of Commerce; Mr. Richard J. Finnegan, publisher of the Chicago Times; Mr. Tom Antrim and myself.

Q. Was Mr. Knight present at the first meeting, or not?

A. Mr. Knight was not present at the first meeting.

We indicated to Mr. Pilch on a previous occasion that we would attempt to have present at the meetings with Mr. Randolph and his associates as many of the publishers as we possibly could get to attend the meeting.

Q. What occurred at this meeting?

A. Well, Mr. Randolph opened the discussion and talked for about perhaps an hour and a half. I can give you a summary of what he said.

He started out by saying that as president of the International Typographical Union he had been projected into this matter in accordance with the International Typographical procedure. He said he was here to adjust differences if he could, differences which resulted from [655] the deadlock.

He said he would have to estimate at the outset what was in the minds of the publishers, that he could judge what was in most publishers' minds by following the papers, especially Editor & Publisher. He accused the president of being unfair. He said the president was one-sided and there was a lot of that sort of unfair publicity against him and the union, that this was not a matter to be thrashed out in the newspapers. The business of the union and the publishers was to be resolved in a business-like way, but that a campaign on the part of the publishers, the ANPA and so forth had had full sway in the press, even to the extent that columnists had taken up the fight for the publishers.

He said the campaign had even been joined in by the congressional joint committee.

He said the Taft-Hartley Law was drafted by lawyers who were interested in business, that he and the union had

been badgered by the ANPA and all of these tending to interfere with his efforts to continue harmonious relations.

He said he didn't have this media that was open to the publishers open to him and that he wouldn't take advantage of it if he had.

He said the whole procedure to fight the union was [656] being done with the help of Denham. He said Elisha Hanson had no authority, the ANPA had no authority.

He said in Baltimore the pattern was thrown at the union, charges in Los Angeles were identical with those in Baltimore, and here in Chicago, too, only at Chicago, he said, they were less abusive and more intelligent.

He said there was no difference as far as the outcome was concerned. He said, "We intend to pay no attention to any of these charges, even though complaint is sustained by the Board and the courts uphold them." He said, "We are not going to pay one bit of attention to any action taken as a result of these charges."

He said we expect there is little for us to be had out of the government, anything but a favorable decision. He said any decision would be ignored. He said he wanted no part of the NLRB, didn't need the NLRB.

He said the union is willing to bargain in good faith as long as there is a willingness to bargain. He said there was no power in the land that would make the union agree to anything they did not want to agree to, and that this was still a democracy. He said he wanted no part of the Taft-Hartley Law or the courts. He said no court is fit to determine labor relations.

He said, "We have got now what we intend to keep, courts or no courts, Congress notwithstanding."

[657] He said, "We are going to maintain that. We will not work with non-union men, we will not handle the non-union product, we will keep our jurisdiction. We haven't got a contract now, we have already reached that objective." The other objective he said was money, "We can still strike for money. The thing we do not have is money. We have got all the other things, we have had them for years and are not going to give them up now or ever. We are not going to wait for the Baltimore case to be decided before we go after what we want."

He said, "If you here in Chicago are lined up with other publishers in Detroit, New York, Washington and other cities, to see that the ITU gets a beating, you had

better change your minds. We said in Cleveland that we can outthink the legislators any time. We believe we have done it before and we can do it now."

He said all they need to do is to get de-certified, to change the laws of the local so that it is not a bargaining agent.

He said the union is fighting for its life with its back against the wall. He said there will be no contract. Without a contract the union is not liable under the Taft-Hartley Law. The union has adopted formulas that will protect those union principles. There is no reason why the publishers should not feel free to accept Conditions [658] of Employment.

He said there was nothing illegal about any of the union's proposals.

There was reference to the fact that we had either Conditions of Employment or P-6(a), and that if we didn't take either one of those alternatives that we were in for what he called "fun."

I attempted to reply to Mr. Randolph by pointing out that his formulas changed the whole theory of a contract, that our contracts in the past had provided mutual responsibility, that for years we had maintained a most satisfactory scale here in Chicago with working conditions that were as favorable as any that existed in any other large city, and that in return for that we had in our contract obligations on the part of the union.

I attempted to point out to him that his formula destroyed this stability. I attempted to assure him again that the Chicago publishers had no idea of doing anything that would injure the union.

I believe in his remarks also he had referred to the question of union foremen. I assured him that we had no intention to disturb the practice of continuing to hire union foremen and have union foremen run our composing rooms.

We said we didn't believe he had any reason to feel [659] that the union was in jeopardy, in our opinion it was ridiculous to believe that the great Typographical Union could be destroyed because of this new law.

I further told him that his formula placed upon the publishers the obligation of guaranteeing a maintenance of these objectives that he was interested in.

I attempted to point out the obligation that the publishers had under the law and that it was unfair for the union to place them in a position where they might be compelled in order to keep union practice, to violate the law.

He said that they proposed doing nothing that they had not done in the past.

He accused the publishers of not bargaining in good faith.

I replied that I did not think the union was bargaining in good faith, that Conditions of Employment were no contract at all, had no stability, could be cancelled on a day's notice if they desired to cancel it, and that the stability of P-6(a) depended upon the publishers continuing the privileges which the union had previously enjoyed but which were not affected by the law, regardless of the law.

Well, he said, of course, the Taft-Hartley Law had changed everything. I asked him why was it that other unions had found a way to function and to enter into [660] contracts since the law had been passed, and he said he didn't think any of them were labor unions, that they were captive unions who will do anything we want them to do.

He said we know that the ITU can be destroyed by non-union men and other things. We are going to protect our own union. We are not arguing the case of the other unions.

He said they would maintain their union or go down in a heap.

He said what the policy is one place must be the policy every place.

He said we are willing to fight for that position but not every place at once. He said our action is country-wide. We are not going to change it.

He said under Conditions of Employment you will have all the stability you ever had, excepting the term. He said the union would not agree to over sixty days.

He said it could get enjoined now; it couldn't before. The government can stop strikes, order injunctions, suits for damages can come. He said for that reason we have no contracts. He said the Typographical Union moves faster than other unions.

That was about the substance of the first meeting.

Q. Now, when Mr. Randolph referred to Denham, whom did you understand him to mean?

[661] A. Mr. Robert Denham, the general counsel of the National Labor Relations Board.

Q. I believe you said that Mr. Randolph stated that the other unions were captive unions who would do anything that you want them to do?

A. Well, he interpreted my question as meaning printing craft unions. Actually the intent was other unions outside the printing craft, and I asked him that later, after he made this remark about the printing craft unions. I said, "Well, as a matter of fact I was referring to unions all over the country. As I understand it yours is the only one that feels that it is going to be destroyed as a result of this new law and are insisting upon this change in collective bargaining as a result."

Q. When the word "we" was used there, was he referring to the union or to the employer?

A. The employer.

Q. Do you recall anything further that occurred at this meeting?

A. I do not.

Q. Was there any discussion of struck work?

A. Well, I—yes, in outlining the employer responsibilities under the law I referred to what we felt was our obligation with respect to a struck work clause, that if we agreed to a struck work clause it was conceivable [662] that we would be assuming for ourselves a liability to any third party who may be injured or damaged as a result of the union's refusal to handle struck work.

Q. Following the meeting of November 10th did you have any further meetings with Mr. Randolph?

A. Yes, the next meeting was the following morning. I believe it was at 10:30 in the morning of November 11th.

Q. Where was that now?

A. The same place, in my office.

Q. Who was present at that time?

A. Present that day, the addition of Mr. Brown, who has Second Vice-president of the International Typographical Union, which completed the entire executive council of the International Union then; Messrs. Randolph, Taylor, Brown and Hurd, and Mr. Pilch was present at the meeting on November 11th.

I am still not sure whether he was present or absent on November 10th.

On the association side the only addition was Mr. John Knight, publisher of the Chicago Daily News.

Q. What occurred at that meeting?

A. Mr. Antrim, who is President of the Chicago Newspaper Publishers Association, opened that meeting with a brief statement to the effect that we had listened to Mr. Randolph's talk with interest, that we were impressed with [663] his sincerity, that we know that he believed what he said, that we followed his speeches, read his testimony in the Baltimore case and read his bulletins, we know what his position is. He said he thought he was wrong in principles.

He said, "You have a fear that we are out to wreck your union. We assure you that we would rather have union men than non-union men in our composing rooms."

He said, "We know the seriousness of the situation as well as you do."

He said, "You referred yesterday to having your back to the wall."

He said, "We assure you we are in the same position. As an evidence of our sincerity if we can have a meeting of minds we will say now that we will hire none but union foremen."

He said, "We can do that without evasion or violation of any law."

He said, "We are also united in our desire not to have a legal approach but rather a human relations approach to this problem."

He said, "You have followed a legal approach and in that respect we will have to do the same."

Then Mr. Bassett answered a number of statements that Mr. Randolph had made the day before.

He said that we wanted him to know that it was our [664] desire to protect the union interests, protect our interests and not evade the law. He challenged Mr. Randolph's statement that the press had not been factual or had not been fair. He expressed the opinion that in Chicago at least the union had actually gotten the better break, perhaps, than the association had in the press releases.

He referred to Mr. Randolph's statement that his pro-

gram had three fundamental objectives, to preserve the closed shop, the right to refuse to handle struck work, and to preserve his jurisdiction, and he said he had reserved these rights, Congress, the court notwithstanding, and Mr. Bassett questioned the policy that had no responsibility to employer or to the laws of the country.

He also discussed the hazards of the sixty-day termination provision. Mr. Randolph insisted it should be a part of Form P-6(a) and indicated that if we were going to reach an agreement Mr. Randolph would have to adopt a more flexible position than he had indicated in his remarks the day before.

He attempted to impress Mr. Randolph that it was inconceivable that the group of publishers here in Chicago are out to wreck or even permit the union to be wrecked, with or without the law.

[665] He said, "You can't draw a general rule that covers 90 per cent of the good in order to take care of 10 per cent that are bad."

He pointed out that Mr. Randolph and the union were actually fighting the law and not the publishers.

He said Mr. Randolph's legal premise that without a contract the union had no responsibility, he questioned the fairness of a program that placed all responsibility for the law evasion on the employer.

Mr. Bassett talked for a considerable time. I have not attempted to cover all his remarks, but when he finished Mr. Randolph said he thinks that statements that have been made by him on the previous day and by Mr. Basset resulted from high emotions, but he then made his position or indicated he was going to make his position clear, that his objectives were the closed shop, jurisdiction, right to refuse to handle non-union work, no contract, fifth, more money. He said the union would never give up the first three.

He reiterated that the information had recently been obtained, that we had no contract and that we would not have one.

Then Mr. Garrison presented a proposal to Mr. Randolph for consideration.

Q. Was that proposal in writing?

[666] A. Yes, sir.

Q. Do you have a copy of that?

A. Yes, sir, it was in memorandum form. It reads, the first line, "The Chicago Newspaper Publishers Association proposes that the contract between the association and the Chicago Typographical Union No. 16, executed November 7, 1946, be renewed and amended and extended," and then five provisions.

Q. Are you holding a copy of the memorandum which was handed to Mr. Randolph of the union?

A. Yes, sir.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-DD for identification the paper just referred to by Mr. O'Keefe with the date on it 11/11/47.

(Thereupon the document above referred to was marked Board's Exhibit 10-DD for identification.)

Q. (By Mr. Sinsheimer) Mr. O'Keefe, I believe you just stated that the paper which has been marked as Board's Exhibit 10-DD was a proposal submitted by the publishers to the union at the meeting on November 11th?

A. That is right, yes, sir.

Q. That is at the morning meeting on November 11th?

A. The morning meeting on November 11th.

Q. And is that referred to as the Garrison proposal?

A. Yes.

[667] Q. Do you know how it obtained the name of Garrison?

A. Well Lloyd Garrison, who was present at these meetings, and who represents the Sun and Times, had more to do with writing it than any other single individual.

Mr. Sinsheimer: I will offer Board's Exhibit 10-DD in evidence.

Mr. Van Arkel: No additional objections.

Trial Examiner Leff: Board's Exhibit 10-DD is admitted.

(The document heretofore marked Board's Exhibit 10-DD for identification was received in evidence.)

Q. (By Mr. Sinsheimer) After the Garrison proposal, which has been received as Board's Exhibit 10-DD, was presented was there any further discussion?

A. There was a brief discussion before the adjournment for lunch. Mr. Randolph indicated that No. 5, Provision No. 5 of that, was one that publishers should not

have in any contract. It would make them liable to accusation and proof from a third party with conspiracy to violate the law.

He also commented on the term of one year that was proposed. He said if we had that in the agreement and any one of the fields were invaded we couldn't do anything about it if we were sued for damages or if an injunction [668] followed.

Q. Whom did he refer to by "we?"

A. This is Mr. Randolph's statement. I was quoting. The meeting adjourned.

He referred to P-6(a) and said it gave the union protection, the protection it required. He would like us to tell him what was wrong with it. The meeting then adjourned for lunch.

Trial Examiner Leff: Was the Garrison proposal submitted as an offer by the association—

The Witness: Yes.

Trial Examiner Leff (Continuing):—or was it merely a personal suggestion by Mr. Garrison?

The Witness: Oh, no, it was an official offer, Mr. Examiner. As a matter of fact, I think Lloyd Garrison handed it to me and asked me to hand it to Mr. Randolph.

Q. (By Mr. Sinsheimer) I believe you testified that Mr. Bassett referred to the sixty-day termination provision?

A. Yes, sir.

Q. What did he say about that?

A. As I recall, Mr. Bassett stated that the obvious purpose of the sixty-day termination was that if any of these so-called objectives were challenged, that the union could terminate the contract, then create an economic issue and strike on an economic issue, and use that as a [669] weapon under which the situation which they disliked would be corrected.

Q. Was that Bassett's statement?

A. That was Mr. Bassett's statement.

Q. Was any reply made to that?

A. None that I recall.

Q. What did you understand by Mr. Randolph's statement that if any of the fields were invaded we couldn't do anything about it?

A. Of course, I don't know definitely what he has in

his mind but the way I understand it is that if he had a term contract for one year, that he would have to live up to that contract, and that if any of these fields had been invaded, if he were to violate the contract or attempt to strike, obviously, he would be violating the contract as well as violating the law. That is the way I interpreted it.

Q. And by the word "fields" what did you understand?

A. I expect he was referring to the objectives, the struck work, closed shop and the jurisdiction.

Q. Do you recall anything further that occurred at the meeting of the morning of November 11th?

A. I don't, sir.

Q. When was the next meeting held?

A. The next meeting was held on the afternoon, the [670] next session was held on the afternoon of November 11th. I believe it was 2:30.

Q. Where was that meeting?

A. The same place.

Q. Who was present?

A. So far as I know the same people. I am quite sure the same people who attended the morning session.

Q. What occurred at that time?

A. At the beginning of that session Mr. Randolph pointed out that the executive council was here at his request, that it was not present as a bargaining agent for the ITU or for the local. He said that he was there as president in an attempt to adjust the deadlock, and stated that the same effort had been made in Chicago on a number of times before.

He said he was here only to adjust differences. Whatever he might say has to do with his own opinions, opinions for whatever use they might be to the local bargaining agent. "What I say here," he said, "is only in an effort to help."

He said he could not accept anything that we might offer.

Mr. Antrim asked him that last year he didn't have authority to act for the union and accept or reject the publishers' offer.

[671] Mr. Randolph stated the ITU had authority to call a meeting of the local at which it could make recommendations.

Mr. Garrison asked about the proposal which he had made before lunch. Mr. Brown, the Second Vice-President of the International Union, said that it did not represent an entire proposal.

I asked him what he meant and he said, "Well, it didn't say anything about money."

I said it indicated, "We have indicated we are willing to negotiate for an increased wage when we have at least a tentative agreement on the framework of a contract," that we had done that before on a number of occasions, and had even made proposals.

Q. Who said that?

A. I did. And even made proposals with the wages in blank.

Mr. Garrison picked up then and said that the proposal was a whole proposal.

Mr. Randolph said, "We don't quarrel with your phraseology. We just don't believe it."

He said, "We accept it as an attempt on our part to work up to a full proposal."

He said that Section 52 of the proposal appears to be an effort on our part to make a contract that would be [672] irrevocable and for a definite period of time.

He said, "It would bind the union to a contract regardless of sacrifice on their part and would mean a complete surrender."

He said, "It is not recommended by the executive council."

He said, "We are unable to agree that a contract can be made for that period of time."

He said Conditions of Employment is the method we think is best for you and for our members.

He said the language is for the purpose of relieving the union from acts of individuals who will keep on doing what they ought to do because of the ITU and it is not in the cards that we will take any contract willy-nilly. It throws industrial relations into the courts rather than into the hands of responsible parties around the table.

He said they wanted to avoid responsibility that the law puts around people who sign labor contracts.

He indicated that if we had a contract that we would have to find some way to guarantee legal and financial responsibility on the part of the employers.

I didn't quite get his point there but he apparently didn't feel that he would have any trouble with the Chicago Publishers on that, but he referred to the Franklin Association here in Chicago, for instance, that that [673] would present very much greater difficulty.

The Franklin Association is the representative of a large number of commercial employers.

He again repeated Conditions of Employment amounted to a document under which the local union is responsible to the International Union. He said they held the local union responsible and he said that would be just as valid an agreement as any ever reached by any local union.

Q. When you said "He said they held the local union responsible, "did you understand him to refer to the International "held" or the Conditions of Employment "held?"

A. I think he was referring to the International. He said, "If we take a chance for sixty days we can cancel the contract. We can not strike for any of those reasons," meaning the struck work, closed shop and jurisdiction.

He said, "Then if we strike we will make the price a little higher."

Mr. Finnegan and Mr. Randolph engaged right along in discussion about the union responsibility.

Mr. Randolph indicated that the ITU would attempt to insure responsibility on the part of the local unions under the Conditions of Employment setup, and went down again to this reference of other unions going ahead under the law that seemed to be satisfactory to both [674] sides. Again he said, "The other unions are in our hands and will do just what we want them to do."

Q. Who said that?

A. Mr. Randolph.

Q. Do you know what other unions he was referring to?

A. Obviously to the printing crafts. He said they were in our hands.

Mr. Van Arkel: I think we ought to clarify that. You mean by that the publishers' hands, don't you, Mr. O'Keefe?

The Witness: The publishers' hands, sorry.

Mr. Garrison asked, how would the thing work, how would it operate if Conditions of Employment were not lived up to from the employers' standpoint.

Mr. Randolph suggested that what we would do then would be to call in the ITU to interpret the relations of the local union. He said, "All of these years that system has been in vogue and it pays us to have it stay there."

He said, "We are trying to avoid some nasty things the law is doing to us."

He said, "No one kicked before the Taft-Hartley law. Florida and other states went along under Conditions of Employment before the Taft-Hartley Law."

"Now, since the Taft Hartley Law," he said, "every [675] one dropped it down their throats."

He said, "The ITU will not accept responsibility under any kind of a contract the local will write."

He said, "We are not going to be drawn into a hundred law suits over this thing."

He said "This is not the way our men are going to work. They don't pledge to the employer, they pledge to themselves."

Then there was reference made to the fact by Mr. Randolph with reference to the responsibility, appealing to the ITU.

Mr. Bassett stated if we could depend on the ITU for stability; we have had a bad example of it here in Chicago for the past couple of weeks, for a couple of weeks previous to these meetings.

There was quite some discussion about this so-called slow-down and so forth.

In answer to a question by Mr. Knight, Mr. Knight said "Under a contract we can plan our business with stability. Under Conditions of Employment we can not."

Mr. Randolph said, "Some think that they are to be changed every few weeks. That is not so."

Mr. Knight said, "What you are saying is that there are no punitive conditions that will cause them to be changed. Isn't it an invitation to individuals to work [676] as they like?"

Mr. Randolph said, "They will soon find out it is not. The reason why we consider Conditions of Employment for ITU is so that we can protect our mutual interests. No contract, even P-6(A) will have an ITU signature. The reason is to protect our funds. We are not going to underwrite P-6(A) or any other understanding."

Then Mr. Randolph and Mr. Garrison had a discussion about the terms of P-6(A), after which Mr. Randolph or Mr. Finnegan commented, "After what you and Garrison said about P-6(A) I don't see how we would want it."

Mr. Randolph said, "I do not recommend it to you."

Q. (By Mr. Sinsheimer) What was that last?

A. "I do not recommend it to you." He said, "It was designed in good faith for those who insist on a contract, but," he said, "I do not recommend it. Conditions of Employment are better for both parties."

He said, "If you don't like the name change it to something else."

That is all at that meeting.

Q. When you referred to the framework of a contract what did you mean?

A. We meant the part of the contract that would provide for a satisfactory term, normal term, and would meet the controversial issues that have been the cause of this [677] whole dispute. In other words, all we wanted was a tentative agreement that we could have a normal contract for one year and some language that would take care of both sides on these controversial issues. If we had a tentative agreement on that, then we would proceed with anything else that either side wanted to discuss.

In previous negotiations we always knew, we started out with the full knowledge on both sides, that we were going to have a contract for at least one year. Some of them ran two years, some three years.

Q. Do you recall anything further at this afternoon meeting on November 11th?

A. I don't. There was a lot of discussion, of course. I don't recall anything referred to specifically.

Q. Do you recall any discussion or statements as to how Conditions of Employment are established?

A. No.

Q. Do you recall any discussion as to the change of the word suspension to expulsion in the by-laws of the International Union?

A. Yes, sir.

Q. What was that about?

A. Mr. Randolph as I recall brought that up himself. He stated that the laws were changed so as to provide

for expulsion rather than suspension so as to make [678] it possible for the International Union to insure greater responsibility on the part of the locals and members.

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[679] After Recess.

(The hearing was resumed pursuant to recess at 2:00 o'clock P. M.)

Trial Examiner Leff: The hearing will come to order.

JOHN F. O'KEEFE, resumed the stand and testified further as follows:

Direct Examination (Continued).

Trial Examiner Leff: You may proceed, Mr. Sinsheimer.

Q. (By Mr. Sinsheimer.) Mr. O'Keefe, after the afternoon meeting of November 11th, did you have further correspondence or communications or meetings with Mr. Randolph and the union?

A. Yes, sir, we had a meeting on the afternoon of November 12th.

Q. And where was that meeting?

A. The meeting was held in the Association headquarters.

Q. Who were present?

A. Present at that meeting, I believe, were the same people who attended—the same representatives of both sides who attended—the meetings the day before.

Q. What occurred at that time?

A. To start off the meeting, Mr. Garrison stated to Mr. Randolph, he said, "You indicated your objection to certain phases of paragraph 1 of the so-called Garrison Proposal, and to paragraph 5."

[680] He asked him what his conclusion was: "Is it not acceptable, or do you wish to explore it further?" That is what he asked Mr. Randolph.

Mr. Randolph said:

"Our objection is that we give up four objectives to obtain one."

Mr. Finnegan asked then:

"I think your answer is 'no' to that."

Mr. Randolph said:

"The fact is we have spent a lot of time to work this thing out and we have reached no other way. Of course, if the Taft-Hartley Law was amended we could work out other ways—we only have two ways of proposing anything in writing at all. One is conditions of employment and the other is the contract method under P(6) A."

He said:

"We are not trying to ask you to agree to sign anything that is dangerous to you."

He said:

"I don't know of any other way to proceed other than on that basis. I believe we can get along peaceably without a contract."

That is what Mr. Randolph said.

Mr. Finnegan then said:

[681] "I am disturbed by words on paper that the union has no responsibility to the employer, that men have no obligation and can quit work at any time."

Finnegan said:

"You asked me, Mr. Randolph, that men have had that right all the time," or you told me, Mr. Randolph, that men have had that right all the time."

Mr. Finnegan said: "The last two or three weeks the men have decided to take their right into their own hands and exercise it."

He asked: "Suppose that men at one plant decided to do certain things and at another decided to do the opposite?"

He also added: "I am disturbed"—

and this is Mr. Finnegan again:

"I am disturbed by the philosophy that the union is promulgating and accepts no responsibility." He said: "What obligations does the union assume? The impression is that the union, either local or ITU assumes no obligation nor do the men."

Mr. Randolph replied:

"I will see if I can jump that hurdle."

Then he asked for a copy of the long form of conditions, and he read something from it, I don't recall exactly what that was, but he said: "Even under the old contract they have that right to quit work as an individual."

[682] Mr. Finnegan then said:

"It has only been in the last few weeks that that right has been exercised on the Chicago Sun." He said:

"One night we were left standing and our competitor came out. Another time we were forty minutes late."

He said: "Any stipulation should define obligations or what is to prevent men from exercising their authority and walking off the job in one paper, leaving another to go ahead undisturbed."

Mr. Pilch then said:

"These men went out to lunch at a time stipulated by the foreman. They did not quit—they were gone a stipulated lunch period which was not changed."

Mr. Finnegan pointed out that these men had been given an opportunity to work overtime and get out the paper. They had been asked to forego their lunch for a few minutes.

Mr. Pilch then emphasized that they had not quit their jobs.

Then Mr. Finnegan said: Maybe it is a mistake to go to the government on a lot of these matters." He said: "A good deal of discussion on the Wagner Act was for a basic plan to establish a prototype for industrial peace." He said. "We come down to the Taft-Hartley program for industrial peace which we admit is giving us a problem." He said: "We are anxious to arrive at a program for [683] industrial peace here in Chicago."

He said: "In our discussion you have made it plain that employers have gone to Congress."

Then Mr. Finnegan read a statement made by Mr. Van Arkel, I believe from the proceedings of the Baltimore National Labor Relations Board case to the effect that this was a mutual, as I recall, I don't have the quotation here, but the effect of it was that this was a mutual problem and should be faced by both sides as a mutual problem.

Mr. Finnegan says: "We have been searching to see if there is an area or zone wherein we could discover other means, agencies and functions which will help us out."

So then he read excerpts from the Industrial peace plan of the Chicago Federation of Labor, which had been released about a week or ten days prior to this particular meeting on November 12th.

Q. What is the Chicago Federation of Labor?

A. The Chicago Federation of Labor is the A.F. of L. unions in the Chicago area.

Q. And by "A.F. of L." you mean those unions belonging to the American Federation of Labor, is that right?

A. I think that is right. It is an organization that functions locally the same as the A.F. of L. would function nationally. He says:

"Our purpose there is to get this problem, if we can, [684] into the hands of people who do not have union busting ideas."

He said: "We feel this is a fair, equitable, peaceful program for industrial peace on the front that we are discussing here today. We feel discussion here of any obligations we may have to ANPA is not correct and no one outside the room has any knowledge of our making this unusual offer here today."

I am quoting Mr. Richard Finnegan, Publisher of the Chicago Times. He said:

"We have written it out of a document we have received from the Chicago Federation of Labor in our news room. We feel it has answered your statement that you must do in Chicago what you will do elsewhere. I feel that this is a very unusual and unprecedented proposal—we are in an unusual situation."

We are still quoting from Mr. Finnegan:

"We have a situation here requiring audacity. It is a proposal that has confidence in the union's leadership, never before expressed in this country. As far as I am concerned I don't know who the Executive Board of the Chicago Federation of Labor are, and I am willing to leave the question in their hands."

At that stage we presented to Mr. Randolph the following letter, which I would like to read, dated November 12, 1947 addressed to Mr. Randolph of the International [685] Typographical Union.

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Q. (By Mr. Sinsheimer:) Go ahead.

A. As a matter of fact, this letter was handed to Mr. Randolph, and he read the letter aloud at the meeting:

"Dear Mr. Randolph:

"The Chicago Newspaper Publishers and Chicago Typographical Union No. 16 have worked together for some fifty years under written agreements.

"This year the Publishers have sought, through the regular procedure of collective bargaining, an agreement in the traditional form, to the extent permitted by law, with fair working conditions and equitably increased wages.

[686] "The union, because of objection to certain features of the law, has insisted on a policy which the publishers interpret as a 'no contract' policy for the reason that it seeks wage increases and other obligations of the publishers, but avoids binding the union to the usual contractual responsibilities. And, as you suggested at our meeting on November 10th, it leads to the ingenuity of the publishers problems of non-observance of the law.

"Members of the union wish to continue at work, with maximum security for themselves and their union. The publishers wish to cooperate with the union membership in that objective. As we have informed you, the publishers are willing to continue employing only union members as composing room foremen. They also are willing to give preference in employment for other situations to applicants who formerly worked in the composing room of the members of this Association.

"In spite of many sessions with representatives of the union, beginning in July of this year, there has been a deadlock during which a great many composing room employees have performed their work with high responsibility even though there has been evidence of concerted interruption of normal production.

[687] "The present situation is extraordinary. It is one which the publishers and the union have never before faced. The publishers realize that it reqnires unusual treatment.

"The Chicago Federation of Labor recently announced a 'Program for Industrial Peace'. This program includes the following paragraphs:

" 'The Chicago Federation of Labor hereby tenders its good offices to aid in the voluntary adjustments of jurisdictional disputes and also will continue its efforts to settle other difficulties on a fair basis without resort to strikes or any form of concerted work stoppages.

" 'It is also the purpose and intent of the C. F. of L., through the procedure herein outlined to eliminate as far as possible all work stoppages that can and should be adjusted at the conference table. All affiliated unions are hereby called upon to give earnest and favorable consideration to the Committee recommendations.

" 'The Chicago Federation of Labor hereby invites the co-operation of all organizations of employers in Chicago and vicinity in carrying out the program outlined.'

"Therefore, in furtherance of the reasonable objectives [688] of both parties, and in acceptance of the invitation of the Chicago Federation of Labor, the publishers now propose as a means of complete settlement of all differences between the parties:

"1. That there be submitted to the Executive Board of the Chicago Federation of Labor the fundamental issue, namely: Shall the publishers and the union, through collective bargaining, make a contract which includes the obligations of each for a normal stabilized term?

"The publishers will accept and abide by the decision of that Board upon that issue and upon any unsettled working conditions to be jointly submitted, if the union will agree to do likewise.

"2. That submission of this issue and any unsettled questions of working conditions will not operate to postpone collective bargaining on wages and related economic benefits.

"3. That in case a deadlock should ensue on wages or related benefits, the matter shall be submitted to arbitration for a binding decision.

"4. That any increase in wages will be retroactive to October 21, 1947, or for not more than sixty days.

"5. That an immediate resumption of normal pro-

duction in the composing rooms of all publishers be effected.

[689] "Yours Sincerely,

"Chicago Newspaper Publishers' Association,
"Chicago Daily News,
"Chicago Herald-American,
"Chicago Journal of Commerce,
"Chicago Sun,
"Chicago Tribune,
"Daily Times.
"By, Secretary, Chicago Newspaper Publishers Association, John F. O'Keefe."

Q. Now, Mr. O'Keefe, did you say that letter was read aloud at the meeting?

A. It was read by Mr. Randolph.

Q. And that was read aloud by Mr. Randolph?

A. Yes, sir, yes, sir.

Q. Do you have a copy of the letter which was presented at that meeting that you have just read?

A. Yes, sir. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-EE for identification, a copy of a letter consisting of three pages, dated November 12, 1947, addressed to Mr. Woodruff Randolph, President, International Typographical Union; the third page of which bears the signature, "Chicago Newspaper Publishers Association" followed by the names of the member papers, by Secretary, [690] Chicago Newspaper Publishers Association.

(Thereupon the document above referred to was marked Board's Exhibit No. 10-EE for identification.)

Q. (By Mr. Sinsheimer:) Mr. O'Keefe, was the original of the document which has been marked as Board's Exhibit 10-EE for identification signed by you?

A. Yes, sir, it was.

Q. And Board's Exhibit—

Trial Examiner Leff: Are you offering it?

Mr. Sinsheimer: I am offering Board's Exhibit 10-EE for identification in evidence.

Trial Examiner Leff: Do you have any objection, Mr. VanArkel?

Mr. VanArkel: No additional objection.

Trial Examiner Leff: Board's Exhibit 10-EE is received in evidence.

(The document heretofore marked Board's Exhibit 10-EE for identification was received in evidence.)

* * *

[692] * * * Q. What do you mean by a paper being locked up?

A. Well, that is when the form with all the type, the page form with all the type in it is locked up and ready to move on into the stereotyping department.

Well, then, we got back to some discussion of Form A.

Mr. Girard said: "Prior to August we came in with Form A but we said it could be changed in your own language, [693] you could write the changes, but what did we get? Nothing."

I stated: "We knew in advance it could not be changed in substance." I told them that they insisted that the substance of Form A must be retained.

Mr. Girard said: "We have shown you, we have leaned over backwards to show you how it could be done. Here we have got sixteen or seventeen men and what will be the result—that we are still going to operate under ITU law? I speak for ITU. That is what we are going to do and you can't change it."

Mr. Rhoden said: "When we submitted Form A we said this is our proposition for continuing closed shops for a period of a year. We suggested you take it and rewrite it and maybe we could get together. We asked you to take a try at your own wording, but Mr. O'Keefe rejected it on the basis that we insisted the substance must be the same."

Mr. Bassett then said: "It is easy to be enthusiastic about your idea that you were wide open minded, but from the very first your conditions of employment and your actions at the Cleveland Convention indicated that you will not vary from proposals such as A. to I, in Form P(6) A and other proposals. You will not vary from the sixty day contract. We did not vary because all you offered were proposals that to bargain on them must be with the end of meeting your requirements. As to the Sun-Times incident, the [694] record shows that normal production on these newspapers has not been restored. The fact is that some people have set out an entire shift

doing nothing. There has been a failure to give us some return for their money. A full days work for a full days pay."

Then he asked, this is Bassett talking:

"What would be your attitude today if the printer actually slowed down, refused to work overtime and he was discharged? Would you back us up?"

Mr. Randolph said: "We would go to the Local, the decision of the Local would go to the Executive Council, then to Convention in accordance with ITU procedure."

Mr. Bassett then said:

"I am trying to ascertain just how far you would go."

Mr. Randolph said: "Some employers' contention of work is break neck speed. We can alleviate most of Mr. Finnegan's objections. Where an employer reserves an established practice in their composing rooms the union will encourage every effort to produce your newspaper."

Then we finally got back to a discussion of the Chicago Federation of Labor proposal:

Mr. Randolph asked the meaning of number 1 and 2 of the Association proposal.

After quite some discussion Mr. Bassett explained that they meant, 1, shall there be a contract? That is [695] one of the questions to be decided by the Executive Board of the Chicago Federation of Labor.

2. If so, what shall its terms be.

3. What should be in the contract.

Mr. Girard said: "We are negotiating a contract for No. 16. Why should the Chicago Federation of Labor be injected into it."

Then Mr. Garrison stated to Mr. Randolph, he said:

"You asked two questions. As to paragraph 1 we will put an explanation in writing, clarifying this clause. The second question was will we discuss wages while you are considering the proposal. The answer to that is that we cannot agree on framework before we discuss wages. This is a whole proposal."

Mr. Randolph said: "We certainly cannot see where you violate the intent of your proposal if you talk about wages. If you mean you will not discuss wages until this has gone the rounds, then you are wasting a lot of time. What position would you be in if we say we don't want this?"

Mr. Antrim said: "Then we will have to ask for time to draft something else."

Mr. Randolph said: "We are going to settle this while we are here. We haven't time to stay. We have to do those things anyway and we are not going to wait until that time. I am not prepared to tell you now what I think [696] of it. I think you can guess—anyone who has set in negotiations for the past twenty-four years knows that this union has not even dreamed of arbitration of wage scales. If you want my opinion of it, I don't think we will accept it. Suppose the Chicago Federation of Labor says, 'No, you are not to make a contract?' Think of that. That power will take from you your right to make your own arrangement."

I am quoting Randolph now: "You would be saying our union hasn't sense enough to come in out of the rain. There is an old saying, 'Beware of Greeks bearing gifts.' I don't know any one with the Chicago Federation of Labor except Bill Lewis of Pressmen—did I say Pressmen? This is going to show up some place, that is why you wrote it. We will answer it tomorrow, based on what it looks like. Garrison, you are a newcomer. After you have been here for fifteen or twenty years you will begin to get warmed up."

Mr. Garrison said: "You seem to be more optimistic than I am. Would it or would it not make any difference if arbitration was omitted? I am not saying that is a proposition, but would that make a difference?"

Mr. Randolph said: "I think you are trying to take a side road. This comes up in many negotiations. There is only one place where they don't work and that is in our union. We won't take side roads. That is the way ITU operates. The people here who know the score know [697] well that this will not work. You would have at least two months delay leaving it to their limited amount of intellects. We already have these things which we will not give up for any reason:

"1. Closed shops.

"2. Struck work.

"3. Jurisdiction.

"4. No contracts.

"5. We need some money—that is number 5.

"All we can do is to delay this problem. We have still that problem whether or not we have a contract. You

say this question of contract is more important than money, but you leave that question to the Chicago Federation of Labor. Hell, they would ruin you."

Mr. Randolph added: "I don't want to spoil your altruism but there are no traditions you can leave to the Chicago Federation of Labor."

Mr. Finnegan said: "You don't spoil my altruism, but you have spoiled my afternoon."

Then Mr. Bassett said: "I have received more light on this situation the last few days, but I have gathered that our lawyers, the National Labor Relations Board and every other union which does not follow yours are unintelligent, and I gather that everything comes from your side. We have put some of our best legal people and our own efforts [698] against this. Tell me honestly now, is there any way out of this thing, other than the way you have laid down?"

Mr. Randolph then said: "I say we are here to see if you can think of something. I detect so much bitterness from your attitude. I think you knew the answer to the last proposal before you gave it to us. Any time ITU allows the Chicago Federation of Labor, or even the American Federation of Labor, to determine even one small issue of the ITU, that will be the time I will hang my head in shame. I confess that we are dumb in our efforts, but we have tried our best."

Mr. Finnegan then said: "You said a moment ago you are not going to let these men decide an important question for you. I get the impression that you are admitting to us that you are as confused over this matter as we are. I want you to know, Mr. Randolph, that there is an earnestness on the part of us that is as sincere as your earnestness. I want to tell you, Sir, that there is a sincerity in this room that is just as sincere as that expounded by the men on your side of the table."

Mr. Randolph then said: "I cannot imagine having lived with the Chicago Publishers Association thinking otherwise; however, I cannot imagine you going to the Chicago Federation of Labor."

Then Mr. Finnegan went on: "It requires no imagination, [699] Mr. Randolph, it is real. We are so at wits end that we do not know where to turn so we say let us turn it over to a group of labor men. It has never before happened in our history."

Mr. Randolph said: "Oh, I know the labor side and you are taking a real risk that you should not take."

Mr. Finnegan said: "You mean we should not trust the labor side?"

Mr. Randolph said: "I say now don't try it again. We will keep you out of the hole this time, but don't do it again."

Then Mr. Bassett said: "I am coming to the impression that all that we are offered is to rely entirely on you. You offer no other course. You refuse to leave to us any little item of mutual interest. There is no mutuality here. These men are as sincere as anything I have ever heard. Your whole program seems to be predicated on the idea that everybody is out to beat the ITU. We are in an era where we don't have to take powers from one to another. I don't know where human relations in labor relations or decency exists today."

Mr. Randolph said: "Where can you write in a contract, such as you are asking us to write, anything that will protect us on the point you have raised? Let me ask you to try to do that. You owe that to us. It is one of [700] two things: Either you don't want us to protect our interests, or you don't want us in your plants."

Mr. Bassett said: "In the first place we have offered you a proposal which permits us to go as far as we can and protect our interests as well as yours. We have offered a second approach which is to delete those items. All we ask is to agree to tie up other conditions which have nothing to do with your fears under this law. We say give us security on these clauses and we will leave blanks in the contract on those issues and we will rely on each other to protect our mutual interests."

Mr. Randolph said: "The trouble is that your offer gives all our offer gives us, but neither of your proposals gives us protection if we have a contract. That is what we have to fear. We are not liable if we don't have a contract."

Mr. Bassett said: "Suppose we did propose that any challenged clauses would be void if challenged as to their legality? Unless you want to use rule, or whatever you concede under the Taft-Hartley Law as an economic strike, if that is the purpose I can understand it and can only condemn such reason for your program."

Mr. Randolph said: "You want us to take all the liability under the law. If we have no contract we are not liable to any law and we just work if anything comes up."

Mr. Bassett then said: "If we cannot avoid hiring [701] a non-union man, you are telling us that it is not our fault and you can pull a sham strike to get out from under the law."

Mr. Randolph said: "We have some American rights, too. We are just not going to work with non-union men. We are telling you we have some rights that we are not going to give up. We are going to reserve every right that we have under that law."

Mr. Bassett then said: "It is plain that the cross you are bearing is on the other shoulder, while we are bearing our own. It is the most beautiful job of buck passing I have ever seen."

Then Mr. Rhoden ended the meeting by assuring Mr. Finnegan that the labor movement does have idealism, and that they understand the problems on both sides of labor, and said: "We hope you have not lost any of your idealism about organized labor, Mr. Finnegan."

Mr. Finnegan then said: "I am glad you gave me that assurance, Mr. Rhoden. Now you have saved my afternoon."

That was the end of that meeting.

That evening we wrote another letter to Mr. Randolph, further explaining one of the provisions of that proposal in the Chicago Federation of Labor.

Q. Do you have a copy of that letter?

A. Yes, I have. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark as [702] Board's Exhibit 10-FF for identification, a copy of a letter dated November 12, 1947, addressed to Mr. Woodruff Randolph, President, International Typographical Union, purporting to have been signed by the Chicago Newspaper Publishers Association, by the respective member newspapers, by Secretary, Chicago Newspaper Publishers Association.

(Thereupon the document above referred to was marked Board's Exhibit No. 10-FF for identification.)

Q. (By Mr. Sinsheimer:) Now, Mr. O'Keefe, was the original of this letter signed by you? (Handing the document to witness).

A. Yes, it was, sir.

Q. And was that letter sent through the mails, or was that delivered in person?

A. No, that was delivered to Mr. Randolph at the Morrison Hotel.

Mr. Sinsheimer: I offer Board's Exhibit 10-FF for identification in evidence.

Mr. Van Arkel: No additional objection.

Trial Examiner Leff: Board's Exhibit No. 10-FF is admitted.

(The document heretofore marked Board's Exhibit No. 10-FF for identification was received in evidence.)

* * *

[703] * * * Q. (By Mr. Sinsheimer:) Mr. O'Keefe, following the afternoon meeting of November 12th, did you have any further communications or meetings with Mr. Randolph and the union?

A. We had a meeting on the afternoon of November 13th at 2:00 P.M.

Q. Where was that meeting held?

A. That meeting was held at the Association offices.

Q. Who was present?

A. As I recall, the same representatives for the union who had attended the previous meetings.

Q. What occurred at that time?

A. And the addition of Mr. Marshall Field, Jr., as one of the representatives of the Association.

Q. What occurred at that time?

A. At the start of that meeting, Mr. Pilch read a letter addressed to the Chicago Newspaper Publishers Association and signed by the International Typographical Union, by the president, first vice president, second vice president, secretary and treasurer, under date of November 13, 1947.

Q. Mr. Pilch read that letter at that time?

A. Yes, sir.

Q. Did he also present a letter to the publishers?

A. Yes, sir.

Q. Do you have the letter which was presented?

A. Yes, I have.

Q. May I have it, please?

A. Yes, sir. I don't like to slight the union by not reading their letter as I did ours, and I will be glad to read it if they would care to have me do so.

Trial Examiner Leff: I don't think that will be necessary.

[705] Mr. Van Arkel: I will be glad to read it for him, Mr. Examiner.

Trial Examiner Leff: The Examiner is able to read it, himself, thank you, Mr. Van Arkel.

Mr. Sinsheimer: I might add that counsel for the Board would also be glad to read it to him, if he so requests.

I will ask the reporter to mark this Board Exhibit No. 10-GG for identification, an original letter dated November 13, 1947, consisting of four pages, addressed to Chicago Newspaper Publishers Association, and signed by the International Typographical Union, Woodruff Randolph, President, Larry Taylor, First Vice President, Elmer Brown, Second Vice President, and Don Hurd, Secretary-Treasurer.

(Thereupon, the document above referred to was marked Board's Exhibit No. 10-GG for identification.)

Mr. Sinsheimer: I offer Board's Exhibit No. 10-GG for identification in evidence.

Mr. Van Arkel: No additional objection.

Trial Examiner Leff: Board's Exhibit No. 10-GG is admitted.

(The document heretofore marked Board's Exhibit No. 10-GG for identification was received in evidence.)

* * *

[707] * * * Q. (By Mr. Sinsheimer) Proceed.

A. Well, in referring to point "J" in the letter from the International Typographical Union, Mr. Finnegan indicated: "You say the Council is not aware of the lack of normal production here."

He pointed out that 23 men had been asked to work overtime in the Times office that day and that none of them had agreed to work overtime.

Then Mr. Girard attempted to meet that situation by stating that No. 16 did not have a police force, and even if it did they still wouldn't have the right to insist that anyone work.

He said that they would not admit that abnormal conditions existed, and that in any case if they did exist it was [708] not by action of No. 16.

He suggested that we forget about the boogey man under the bed and lay some money on the line and resolve this situation immediately.

Q. Who suggested that?

A. This was Mr. Girard, the vice president of the Chicago Typographical Union No. 16.

Then Mr. Randolph said: "We have talked about these things for three days. The publishers have made suggestions which we have answered here today. You never have yet approached a problem with any 'give' in it."

He said that nothing would be settled without wages, absolutely nothing.

Mr. Finnegan said: "We have been trying to arrive at a contract of certain framework, the tying of conditions to wages, the putting together of these matters in a contract. That has been the procedure."

He went on further to say: "A basic contract is what is at stake here. Again, I would like to say I am disturbed about the obligations of your men."

Then Mr. Garrison said that the publishers were anxious to find a way to meet those problems. He said that they wanted stability, and that Mr. Randolph left yesterday they had explored the possibilities of some alternatives to meet the differences.

[709] He said: "The publishers' apprehension is one which is one of many, but they are concerned that whatever framework is met here will be extended to the Mailers, and the same policy will, as I understand it, be applied to the Mailers."

He said: "In case of the printers, our discussion has pertained to closed shop, struck work, jurisdiction, and in the case of the Mailers these are very much in the forefront."

He said that if these same problems applied to the Mailers that they would present a more serious problem, and that we desired to explore with Mr. Randolph, as president of the ITU, of which both the printers and the Mailers were subordinate unions, this question of the application of the program to the Mailers.

He said that we are not suggesting that we negotiate the Mailers' contract, but that we would like to talk these things over with relation to the Mailers, because any offer that we might make with respect to the Print-

ers might not apply with respect to the Mailers unless certain situations were cleared up.

So he asked one of the other publisher representatives to discuss this Mailer problem a little bit.

This representative stated that he thought we had an answer to the problem of the Printers, and that if it were a Printers' problem alone, perhaps it would not be too difficult, but in the case of the Mailers there was a problem.

[710] Q. What representative was that?

A. It was Mr. Woodard. He was asked by the publisher group to discuss this situation.

It was pointed out that the Printers were skilled, and that the major portion of the Mailers' work in Chicago was unskilled. It follows that the availability of Printers outside the union would be less numerous than the number of Mailers available outside of the union, because of the skill involved in their respective crafts.

Q. That is, the composing room employees being mostly skilled employees?

A. All skilled employees.

Q. And the Mailers being in a large part unskilled?

A. That is correct.

Q. Proceed.

A. He pointed out that there had been some difficulty with respect to obtaining men for Saturday night work, on Sunday papers, in recent years, as compared with the situation that existed prior to the war.

Mr. Woodard raised the question as to how this situation was going to be met, the supply of men, without running into the closed shop problem.

Q. Was that with respect to the composing room or mail room?

A. Primarily with respect to the mailing room. He said that we had a proposal that we thought would give the [711] Printers stability, but it was dependent upon how we could take care of this Mailers' situation.

He referred to the Mailers' jurisdiction, and a few problems that we had had during the years since the last contract with the Mailers had been negotiated. He referred specifically to a jurisdictional dispute which is still unsettled between the Mailers and the Drivers.

Mr. Randolph said that we had always resolved these things in the past and, of course, we could not get perfection, and there was no use expecting it.

He mentioned that he thought we had settled the jurisdictional problem with the Mailers during the negotiations last year.

Mr. Woodard emphasized that these problems were of great concern to the publishers, because if the ITU policy applied to the Mailers the same as it apparently did to the Printers, that we would have some problems, some great problems.

Mr. Randolph said that if he had known this was coming up he would have had the mailers with him at the meeting. He suggested that we put anything we had in writing and he would arrange to meet with the Mailers that night and discuss the matter with them.

Q. Now, are the Mailers represented by a different local union than the composing room?

[712] A. Yes, Chicago Mailers Union No. 2, here in Chicago. It is a subordinate union of the International Typographical Union, however.

Q. Proceed.

A. Mr. Garrison asked Mr. Randolph if there was any variance in P-6-A or conditions of employment, so far as the Mailers' program was concerned.

Mr. Randolph said not in the least.

Mr. Garrison then stated in the case of the Printers the publishers were hopeful that a closed shop condition or a situation involving the closed shop would not arise, or that the closed shop problem would not arise.

The Mailers was one of particular concern. He said under the no-contract policy imposed the problem of Printers who were free to ask for changes, but so far as jurisdiction was concerned, that they had been fairly constant in the past and that perhaps no problem would present itself there.

Mr. Randolph did repeat that he would be glad to discuss this matter with the Mailers, and we agreed to send him a letter to his hotel after the meeting.

Then Mr. Garrison stated to Mr. Randolph that the publishers had another proposal to make, but emphasized that we had this essential question about the Mailers which must be cleared up, and at that stage Mr. Garrison presented a proposal as per this memorandum.

[713] Q. Now, is the memorandum that you have in your hand a copy of the memorandum presented by Mr. Garrison at that time?

A. Yes. I believe attached to it was a copy of the old contract. (Handing document to counsel)

Mr. Sinsheimer: I ask the reporter to mark as Board's Exhibit No. 10-HH for identification a paper headed "Publishers Proposal Handed to Mr. Randolph on November 13, 1947."

(Thereupon, the document above referred to was marked Board's No.-HH for identification.)

Q. (By Mr. Sinsheimer) Referring to Board's Exhibit No. 10-HH for identification, Mr. O'Keefe, is that the proposal of the publishers which you just testified that Mr. Garrison handed to Mr. Randolph at the meeting of November 13?

A. Yes, sir.

Mr. Sinsheimer: I will show this document to Mr. Van Arkel. (Handing document to counsel)

I will now offer Board's Exhibit 10-HH in evidence.

Mr. Van Arkel: No additional objection.

Trial Examiner Leff: It is admitted.

(The document heretofore marked Board's Exhibit No. 10-HH for identification was received in evidence.)

The Witness: Incidentally, I should state for the record that Mr. Randolph was not present at the beginning of that meeting. He came in late.

Q. (By Mr. Sinsheimer) After the proposal of the [714] publishers, which is in evidence as Board's Exhibit 10-HH, was presented on November 13, what occurred?

A. What occurred?

Q. Yes.

A. Why there was a further discussion of the Mailers' situation, and then Mr. Randolph said, "I think we ought to start talking about money."

Mr. Garrison indicated that he would like an answer on this framework for a contract.

Mr. Randolph said: "I told you we were not going to give any answers till we talk about wages."

Mr. Knight asked: "If you got a proposal on wages attached to that, what would your answer be?"

Mr. Randolph said: "We might refuse, I don't know."

Mr. Knight asked: "What do you suggest we submit this with, the schedule of wages?"

Mr. Randolph said: 'I cannot think that fast. I say we have got to talk wages under any circumstances."

Mr. Garrison said: "As before, I think we should have a framework before we talk wages."

Mr. Randolph said: "Now, we have got to change that procedure. We have talked to you about framework for four days. Shouldn't you begin tomorrow to talk to us for four days about money?"

Mr. Knight then said: "This is a proposal you talked [715] about last night."

Mr. Randolph said: "Bear in mind, we just had a lawsuit. They made an allegation that everything was agreed to but wages. We are not going to do that again. We are not going to agree upon any one thing till all is agreed upon."

Then Mr. Knight said—well, that is not important.

Then, further down, Mr. Garrison said: "If we talk about money without any framework, you will get money and forget the framework and post money in your conditions of employment. We do think the publishers are entitled to that answer, whether or not that is your idea."

Mr. Randolph said: "You want to know what the framework is now. You are in a hell of a fix. Did you ever hear of a union increasing the amount? What difference does it make? You are going to print newspapers anyhow. Our people are just as sure as always."

Mr. Garrison asked: "What is your objective in telling us now?"

Mr. Randolph said: "The objective is simple, the interpretation of proposals under the Taft-Hartley law is a complete proposal."

Mr. Garrison said that he did not get his point.

Mr. Randolph said: "Did you ever hear of the Taft-Hartley law? What is a proposal under the Taft-Hartley law? It is a group of things, one section at a time. We say it is a [716] whole proposal, that is the only way we can get you to talk about money."

He then added: "We do not want to agree that we will approve all but one point; and then we will bargain on that."

Mr. Garrison said: "Suppose you say, 'Yes, I will recommend this,' or, 'No, I won't,' what difference does that make under the Act?"

Mr. Randolph said: "This matter of collective bargaining has always been a give-and-take proposition."

Mr. Garrison said, "Why, then, were you willing to say, 'No,' on previous proposals?"

Mr. Randolph said: "Because they were out of the question of possibility. This is out of the question. We will give our answer after we have studied it."

Mr. Garrison said: "Then go ahead and study it."

Then Mr. Randolph said: "But you won't get an answer until wages are on the table."

Mr. Garrison repeated: "We gave three proposals, and the answer was always 'No.' Now, you won't give an answer until wages are included."

Mr. Randolph said: "In the past your proposals were a rag, a bone, and a hank of hair, and I could say 'No.' This one has a little meat on it."

Mr. Hurd came in then and said: "The purpose is not to agree to anything until we know what we are agreeing to."

[717] Then Mr. Randolph said: "To be quite frank about it, we have to call up our expensive lawyers to ask the question."

Then in discussing the time for the meeting the next day, Mr. Randolph said: "You know you have got the wage question to hurdle."

Mr. Bassett asked: "What is wrong with following the usual procedure? You got the proposal in front of you. You always went down item by item. What is wrong with following that here? We can discuss it that way now. If we cannot reach an agreement, there is none."

There was no answer to that, so far as I can recall, and the meeting was adjourned until 10:30 the next morning.

Q. (By Mr. Sinsheimer) Mr. O'Keefe, following the meeting on the afternoon of November 13, did you have any further communications or meetings with Mr. Randolph and the union?

A. Yes. That night we wrote a letter to Mr. Randolph on this Mailers' question.

* * *

[718] * * * Mr. Sinsheimer: Well, in order to make the record of the meetings complete, I will ask the reporter to mark this Board's Exhibit 10-II, a copy of a letter

dated November 13, 1947, addressed to Mr. Woodruff Randolph, President, International Typographical Union, consisting of two papers.

(Thereupon, the document above referred to was marked Board's Exhibit No. 10-II for identification.)

Q. (By Mr. Sinsheimer) Was the original of this signed by you, Mr. O'Keefe?

A. Yes, it was.

Trial Examiner Leff: Do you have copies of that?

The Witness: Here was a memorandum—

Trial Examiner Leff: Just a moment, please.

Mr. Sinsheimer: I will offer Board's Exhibit 10-II for identification in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: Board's Exhibit No. 10-II for [719] identification is admitted.

(The document heretofore marked Board's Exhibit 10-II for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Mr. O'Keefe, did you have any further communications or meetings with Mr. Randolph and the union?

A. Yes. There was a meeting on Friday morning, November 14, at 10:30.

Q. Where was that meeting held?

A. At the Asscciation headquarters.

Q. And who was present at that time?

A. The same representatives for the Association—the same representatives for the union—with the addition of Mr. Bannerman and Mr. Giacola of the Mailers' Union.

Q. What office did Mr. Bannerman have in the Mailers Union?

A. Mr. Bannerman is president.

Q. And Mr. Giacola?

A. Mr. Giacola retired as president last year or this year, some time this year.

Q. What occurred at that meeting on the morning of Friday, November 14?

A. Mr. Randolph stated as to the publishers' proposal, he said that he could not accept it without a money offer. He said he could not possibly give this to his local union. I [720] don't mean to imply that he said he would accept it if the money offer was a part of it. What he stated was that he couldn't give it to his local

union, that he could not consider it until the money figure was included with it.

Mr. Garrison said: "Unless and until we reach a framework on which wages are to be discussed, unless we have a clear-cut answer to that proposal, and until we get from you a satisfactory answer to the problem that confronts us with the Mailers, we will not discuss wages."

Mr. Randolph said: "Well, it is likely to be very costly to both of us. Now, we are not going to agree on one thing without knowing first what wages you are willing to pay."

Mr. Garrison said: "Mr. Randolph, that seems to be the conclusion we have reached. Now, we have made you our last proposal. You asked us to rake our minds, and we have done that, and we hear from you that you will not discuss any kind of stability or no stability."

Mr. Randolph said that their instructions to the locals through postcard bulletins disclosed this policy, and that they were not going to change it.

Mr. Garrison said: "You will not discuss anything until you have discussed wages, then you will take those wages and post them and to hell with any agreement upon fundamental relationships between employer and union."

Mr. Randolph said: "There is a misunderstanding about [721] that method, of using that form."

Mr. Garrison said: "It is a fundamental relationship that we agree with you about."

"Well, we take that position," Mr. Randolph said, "that is fundamental to us."

Mr. Garrison said: "Well, that is our position."

Mr. Randolph said: "The International might as well retire from the scene. There was no commitment on point of P-6-A. If you wanted to buy it, you would have to buy it with money."

Garrison had previously referred to the fact that if we had suggested P-6-A that Mr. Randolph would have accepted that and then discussed money.

But Mr. Randolph replied as above, that there was no commitment on point of P-6-A, that if you wanted to buy it, you would have to buy it with money.

Mr. Garrison said—or rather, Mr. Randolph said: "We cannot have a contract without money, but we can have money without a contract. You have narrowed down your attitude. You have magnified your position."

Mr. Knight said: "There is no thought in anyone's mind but what there is going to be money, but, as I see your attitude, you are not going to have a contract."

Mr. Randolph said: "We are asking you to consider money. We won't do that until you talk about something else. [722] You have not made a complete proposal. We are ready to submit to this union only a complete proposal."

Mr. Garrison again repeated: "As I translate your position now: If the publishers accept P-6-A that is a satisfactory proposal to you and ourselves. However, we have told you we will accept our proposal, which meets your requirements as far as the law is concerned, and you now say our proposal is incomplete."

Mr. Randolph repeated that it was not a complete proposal.

Then Mr. Garrison went on and said: "For 50 years, we have been bargaining on a contract. What is the fundamental starting point in any bargaining procedure?"

Mr. Randolph said: "You have some preconceived ideas of bargaining. Nobody cares much. Now, since the Taft-Hartley law there is a vast difference. No proposal is recognized in your mind unless you get a contract. We can get along without a contract."

Then Mr. Garrison said: "If we can agree on wages, will you or will you not agree to this proposal?"

Mr. Randolph said: "I will not, because of the law. We would not take P-6-A unless it is bound up in a complete document. Wages are a part of P-6-A. We are not bargaining agents here to submit to the union for a vote. That is the position we are in, and I know you are not familiar with that [723] detail. Members have the right to vote on any proposal before it is accepted."

Then later on Mr. Randolph further said: "We have just as much right to insist on money as you have to insist on framework. You have read our postcards and our instructions to our local unions. You know what we have said. We intend to follow that policy, and we are not going to change. We have said we will not discuss anything until the publishers give us a full proposal."

Mr. Garrison then said: "You have refused to discuss the basic fundamental matters that have to do with the union's responsibilities, the working conditions. You ask us to tell you what we are willing to pay. Frankly, Mr.

Randolph, it is feared that you will take those wages or wages of your own choice, and post them in your conditions, and then say to hell with any agreement on the fundamental relationships between the employer and the union. You have said so in your instructions."

Then he repeated that there was a misunderstanding about those instructions, Mr. Randolph did.

Q. Who repeated that there was a misunderstanding?

A. Mr. Randolph. He had previously said that same thing, Mr. Sinsheimer.

Q. Very well.

A. Mr. Garrison then said: "It is that fundamental [724] relationship that we agree with you about. We do not want to discuss wages and then find that you will post them and not agree to any of the fundamental matters which govern these relationships. We will not discuss wages until you agree to discuss with us that any agreement will contain those responsibilities.

Mr. Randolph said: "That being the case, the International might as well retire from the scene."

It was then pointed out by Mr. Knight: "In discussing any contract, didn't we take all these items in our proposal and agree on them before we talk about wages?" He said: "I have negotiated a good many contracts, and that is the way it is done."

Mr. Randolph said: "Now things are different. We are charged with all sorts of things, and we are not going to take any chances."

Mr. Garrison said, referring to the Form P-6-A: "When you presented us with Form P-6-A, wasn't it your intent to hope we would say 'Yes, we will agree,'?"

Mr. Randolph: said: "That is quite true."

Mr. Garrison said: "Now, when we ask you for an answer here you will not give it. We have said we cannot agree to Form P-6-A, but here is an offer that we will agree to. I cannot understand why it is that if it was all right for us to say 'No' to P-6-A and give you all of the reasons why we [725] could not agree to it, that you cannot do the same in regard to our proposal, but your answer is that you will not discuss any part of it until we discuss wages. We discussed P-6-A with you."

Mr. Randolph said: "We are carrying all of the burden. The Taft-Hartley law has made a new basis on which we must plan any discussion or agreements. We

want you to know that we can do without any contractual relationships, but we cannot do without money. We cannot live without money. We can live without a contract."

And Mr. Garrison then pointed out: "There is nothing in the Taft-Hartley law that stood in the way of discussing the framework of Form P-6-A. Likewise, there is nothing in the Taft-Hartley law that stands in the way of our proposal. The Taft-Hartley law makes us meet our problem in a different way. We just won't do what you are asking us to do. When our answer was 'No' to P-6-A, you invited us to submit our own proposal. We went to work and here now you have raised the question that the proposal is not complete. We know it is complete."

Then Mr. Garrison also said: "You are the only one who can agree on this. On our first proposal you gave us an answer, and that answer was 'No.' On our second proposal and on all others, it has been 'No.' Now you say you cannot give us any answer to this effort of ours, which goes beyond any [726] other."

Mr. Randolph said: "You have not given an answer to conditions of employment or P-6-A."

Mr. Finnegan then asked, he said: "You disturb me. You say a contract must conform with your laws. Wherein does our proposal not meet these requirements?"

Mr. Randolph said: "I don't know. I have not checked all of these angles."

Mr. Finnegan added: "There are certain things in the law. We have recognized that. We want to go as far as we can to preserve those things necessary to your survival. Now you explain your present attitude by saying we are doing this because we have the protection of the law. That is why we can do it. We wanted to leave it to a labor body to prove we are not willing to bust the union. You offered conditions of employment and P-6-A because it took you out from under the law. We think our proposal does just that. If not, tell us wherein it fails."

Mr. Randolph said: "We are considering it and will continue to do so."

Mr. Finnegan then said: "We have not asked you to agree to this. We have asked you to agree to a framework."

Mr. Randolph said: "Yes, but before we discuss money. We have been complying with the law and we intend to do it. The whole war against the ITU is based on your very philosophy, [727] and you know it."

Mr. Finnegan then said: "The purpose of that letter the other day was to leave it to a labor body—whether or not we should now withdraw from the whole principle of relationships with your union, or discard that philosophy for the one you have advocated."

Mr. Randolph said: "In the meantime you are firing at us, just as fast as you can fire."

Then Mr. Finnegan said: "All we are asking for is your consent."

He said: "We reminded you that if you are willing to risk the getting along with no contract at all, we are willing to take that same risk if it is the decision of a responsible labor group that we, too, should do so."

Then Mr. Garrison read the section of the ITU instructions which are in the record here, and which referred to drawing from the employer a figure, and other conditions, which would not be resisted to the extent of a lockout. He went on to say: "If such estimate by the committee is agreeable to the union, then the conditions and provisions in the conditions of employment shall be filled in or pasted on to the printed form."

Q. Did Mr. Garrison indicate what instructions those were?

A. Well, he read from the bulletin—yes, it was the bulletin of October 7.

[728] Mr. Randolph explained that that referred to the conditions of employment form.

Then he read another part of that same form, Mr. Randolph read another part of that same form as follows:

> "And now, if the employer and his 'legal advisers' insist on a contract, you are prepared for that by immediate agreeing to negotiate, bargain collectively, for a contract both parties will sign if agreed upon. The union can in regular fashion adopt proposals to be submitted to the employer on the Form P-6-A. When the employer displays a desire to run to the National Labor Relations Board, make it plain you are negotiating for a contract and bargaining in good faith by offering to submit a formal contract which will be signed if agreed to in full by both parties.

The form contract should take ample care of the wage question, sick leave, holidays, vacations, and so forth, to protect the union against inflation or other adverse legislation which might be adopted, also to allow for possible bargaining concessions on wages, hours, or working conditions. The right to terminate after 60-day notice is absolutely essential to the union when signed contracts are made."

Mr. Randolph had read that after Mr. Garrison had read the other part of the instructions of October 7, from the bulletin of October 7.

[729] Mr. Randolph explained: "That notice contains three different instructions. The point Mr. Knight made on long form conditions of employment does not hold. As a matter of fact, it does not make a lot of difference. Will they enforce something you are willing to pay or not, is what worries you, and we cannot guarantee that, but we say to you that you will have nothing to worry about. However, I assure you now that conditions of employment short form will be adopted unless we agree on money. That will be the case even though you say we won't agree on money unless we agree about everything else."

Then Mr. Finnegan asked him: "Why do you refuse to discuss this proposal, when we have so often told you that money will be forthcoming if you will tell us that all of our responsibilities will be defined in a document that is satisfactory to both parties?"

Mr. Rhoden said: "If you want to get together, give us some money. We have given you our framework. We employ you to give us your framework."

Mr. Finnegan said: "What we are trying to do is to agree to some sort of framework so we can agree to money."

Mr. Garrison said: "The complete framework you offered was a contract for a year. Now we are trying to find out what kind of a relationship we are to have here in the future. That is important before we can arrive at any money figure."

[730] Mr. Finnegan further asked: "Supposing we took all economic matters and hitchen them up with this, would you be agreeable to a contract?"

Mr. Randolph said: "No, it has got to be a complete contract. If you want a contract basis, you have got to propose one that contains wages."

Mr. Garrison then said: "Our proposal is first, that we agree on framework, then we get a satisfactory solution to our Mailers' problem, then we will reach an agreement on wages."

Mr. Randolph said: "This was not offered on the condition that the Mailers should be agreed to. That I did not understand. You cannot get away with any such statement that your offer was predicated on the solution of the Mailers' problem."

Mr. Garrison said: "I am willing to put it this way: We would not discuss wages until you were willing to agree on framework."

Mr. Randolph said: "I see no reason for going into it. Our only recourse is to direct the short conditions of employment. Those who want to pay it will have to pay it. There is not any reason for going into the Mailers' question under the circumstances."

Then as we adjourned for the morning Mr. Brown said: "It is believed the publishers have made some commitment to [731] other publishers, and if so I think you should agree to withdraw those commitments and settle this difference."

I assured them that we had no commitment out to any publishers, outside the city of Chicago.

And with that, the meeting adjourned.

Q. Mr. O'Keefe, I believe you testified that on the meeting on the morning of the 14th, Mr. Garrison read from a bulletin of October 7. I am referring you to Board's Exhibit 7-S, and I will ask you whether or not that is a bulletin from which Mr. Garrison read. (Exhibiting document to witness.)

A. Yes, sir.

Q. And do you know which paragraph or section he read from that bulletin?

A. The fourth paragraph, the paragraph numbered 4.

Q. And did Mr. Randolph read from that bulletin or some other bulletin?

A. I believe it was the same one. He read Section No. 7.

"

Q. (By Mr. Sinsheimer) Following the meeting of the [732] morning of Friday, November 14, did you have any further communications or meetings with Mr. Randolph or the union?

A. Yes, the afternoon of November 14.

Q. Where was that meeting held?

A. In the Association offices.

Q. And who were present?

A. The same representatives for both sides who attended the morning session.

Q. What occurred at that time?

A. Mr. Antrim opened the meeting with the statement: "We have reviewed this entire matter at luncheon, and I am authorized to tell you that we honestly do not know of anything we can do to resolve this situation."

Mr. Randolph said: "We have nothing new to offer, Mr. Antrim. We believe that you refused to negotiate, and we would like to have a clear statement from you for our record."

Mr. Hamilton, the attorney for the Association, said: "I will make it as brief and as simple as I can. Before we can discuss or talk about the contents of an agreement, we must have your assurance that there will be a form for that agreement, a basis into which an agreement for a contract can be fitted. We refuse to discuss such things as wages unless there is a framework into which those wages can be fitted. We tried again and again. We have come a long way."

Mr. Antrim then said: "We are willing to sit here as [733] long as you want to, but we seem to have exchanged all of our ideas."

Mr. Randolph then said: "It is your position that we are deadlocked?"

Mr. Antrim said: "I think we are."

Mr. Brown said: "I take it the publishers are not going to counter with a complete proposal?"

Mr. Hamilton said: "Let me point out that we have made a suggestion which has gone a long way to solve your problem. That proposal last night was given to you with a copy of the old contract. It contained wages. As a starting point for a negotiation of a new agreement, it was most certainly complete."

Mr. Randolph said: "We are here to get your best offer, which we will submit to the union for rejection or approval. We are not the bargaining agent. The executive council does not bargain. We retain the right to have something to say about any contract any local may approve. Our funds in ITU come from all locals throughout the country.

"Let me get this straight. It is admitted we are deadlocked. I shall also say that the publishers refuse to submit a complete proposal."

Mr. Hamilton said: "The point at issue is whether or not there is a framework to which we agree before we discuss the matter of wages."

Mr. Randolph said: "That, you will not do, submit a [734] complete proposal, and then we will talk about it."

Mr. Hamilton again repeated that the problem or the objective was a framework under which we could arrive at an understanding, which contained the full obligations of both parties.

Mr. Randolph said: "That is your attitude. You say you will change rates and make other modifications. What modifications? You have not made a complete proposal, and you know it."

Mr. Hamilton said: "Isn't it rather obvious, the first question is, are we to have a contract?; the second, what kind of a contract?"

Mr. Randolph said: "We have made a complete proposal to you; you have made none to us."

Then Mr. Hamilton said: "You have a complete contract proposal. The old contract together with our proposal is complete. Nothing could be more complete. It is all there."

Mr. Randolph said: "Then why do we say 'changed wage rates'?"

Mr. Antrim said: "We will not agree, that is true. You bring words in our mouths and may well let it rest there."

Q. Now, you say that that was Mr. Hamilton's statement, is that right?

A. The statement about a complete contract proposal, the old contract together with our proposal is complete, yes, [735] that is right.

Q. And what followed that?

A. Randolph asked: "Then why do we say changed wage rate?"

Q. And then what occurred?

A. I cannot recall exactly what the answer was to that, but the statement was again repeated that we would discuss wage rates, and the framework of a contract was at least tentatively agreed to.

Mr. Knight then said: "I would like to make a point here. You said bring in something. We have, and now you refuse to give any yes or no answer to that effort."

Q. Was there anything further?

A. Finally there was some reference to a definition under the Act of a complete proposal, and Mr. Bassett said, "We do not agree with your definition of what the Act defines as a proposal, or to your definition on a complete proposal. We have done what the law requires, and we believe we have made a complete proposal. Your statement of the issues here is not accurate, and we do not believe it can give you much consolation."

Mr. Randolph then said: "I don't care how much you deny our statement of your position. I will go to the local union and report that you refused to make a complete proposal, and that the publishers will not offer any wage increase separate from a complete contract. If you want to have legal [736] determination about it, that is all right. You won't accept the union's proposal; we won't accept yours. That is how I shall report it. I am sorry we have been unable to reach any conclusion."

* * *

Q. (By Mr. Sinsheimer) Following the November 14 meeting with Mr. Randolph and the union, did you have any further communications, conversations, correspondence or meetings with Mr. Randolph or the union?

A. We had quite some correspondence.

On November 14 the Association answered the letter signed by the members of the executive council of the ITU in answer to the Association letter proposing the Chicago Federation of Labor Executive Board as a medium through which the difficulty could be solved. (Handing document to counsel.)

Mr. Sinsheimer: I will ask the reporter to mark that as Board's Exhibit No. 10-JJ for identification, which

is a copy of a letter dated November 14, 1947, addressed to Mr. Woodruff Randolph, President, consisting of two pages, the [737] second of which appears to have been signed by Chicago Newspaper Publishers Association, the member newspapers, and the secretary of the Chicago Newspaper Publishers Association.

(Thereupon, the document above referred to was marked Board's Exhibit No. 10-JJ for identification.)

Q. (By Mr. Sinsheimer) Now, was the original of this letter, Board's Exhibit 10-JJ for identification, signed by you, Mr. O'Keefe?

A. Yes, sir, it was.

Q. Was that mailed or delivered to Mr. Randolph?

A. We attempted to deliver it to Mr. Randolph at the Morrison Hotel, but when the messenger arrived there, he found that Mr. Randolph had checked out, and it was therefore mailed to him in Indianapolis.

Mr. Sinsheimer: I offer Board's Exhibit 10-JJ for identification in evidence.

Mr. Van Arkel: No additional objection.

Trial Examiner Leff: Board's Exhibit 10-JJ for identification is admitted.

(The document heretofore marked Board's Exhibit 10-JJ for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Did you receive any reply to Board's Exhibit 10-JJ?

[738] A. No, sir.

Q. Did you have any further communications with Mr. Randolph or the union?

A. Yes, sir.

Q. What further communication did you have?

A. We wired Mr. Randolph on November 18.

Q. Do you have a copy of that wire or telegram?

A. Yes, sir. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark this Board's Exhibit 10-KK for identification, a copy of a Western Union telegram, dated November 18, 1947, addressed to Mr. Woodruff Randolph, President, International Typographical Union, signed "Chicago Newspaper Publishers Association."

(Thereupon the document above referred to was marked Board's Exhibit 10-KK for identification.)

Q. (By Mr. Sinsheimer) Was the original of that telegram sent by your office?

A. Yes, sir.

Mr. Sinsheimer: I will offer Board's Exhibit 10-KK for identification in evidence.

Mr. Van Arkel: I have no additional objection.

Trial Examiner Leff: It is admitted.

(The document heretofore marked Board's Exhibit 10-KK for identification was received in evidence.)

[739] Q. (By Mr. Sinsheimer) Did you have any further correspondence or communication with either the union or Mr. Randolph?

A. Yes, Mr. Randolph replied to our telegram of November 18 under date of November 19.

Q. Do you have Mr. Randolph's reply?

A. Yes, sir. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark as Exhibit 10-LL for identification an original wire dated November 19, 1947, addressed to Chicago Newspaper Publishers Association, consisting of two pages, signed by Woodruff Randolph, President.

(Thereupon, the document above referred to was marked Board's Exhibit 10-LL for identification.)

Mr. Sinsheimer: I will offer Board's Exhibit 10-LL in evidence.

Mr. Van Arkel: No additional objections.

Trial Examiner Leff: Board's Exhibit 10-LL for identification is admitted.

(The document heretofore marked Board's Exhibit 10-LL for identification was received in evidence.)

Mr. Van Arkel: No additional objections.

Trial Examiner Leff: Board's Exhibit 10-LL for identification is admitted.

(The document heretofore marked Board's Exhibit 10-LL for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Now, with respect to the wire which you sent to Mr. Randolph on November 18, which has been received as Board's Exhibit 10-KK, did you send a copy of that to Mr. Pilch?

A. I don't believe so. Yes, I beg your pardon, I did. [740] I don't seem to have here the copy of my letter to Mr. Pilch, however. I am sorry. I must have mislaid it.

Q. Did you address a letter to Mr. Pilch, enclosing a copy of the wire of November 18, which has been received as Board's Exhibit 10-KK, in which you sent a copy of that wire to Mr. Pilch?

A. Yes, I did.

Q. Now, did you make any reply to the telegram which has been received in evidence as Board's Exhibit 10-LL from Mr. Randolph?

A. Yes, sir. I sent a wire to Mr. Randolph under date of November 20.

Q. Do you have a copy of that telegram?

A. Yes, sir. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark this Board's Exhibit 10-MM, a copy of a Western Union telegram dated November 20, 1947, addressed to Mr. Woodruff Randolph, President, International Typographical Union, signed by the Chicago Newspaper Publishers' Association.

(Thereupon, the document above referred to was marked Board's Exhibit No. 10-MM for identification.)

Q. (By Mr. Sinsheimer) Was the exhibit of Board's Exhibit 10-MM for identification sent from your office?

A. Yes, sir.

[741] Mr. Sinsheimer: I will offer Board's Exhibit 10-MM in evidence.

Mr. Van Arkel: No additional objections. In fact, all of these, Mr. Examiner, on all of these, our position is that we have no additional objections to all of them.

Trial Examiner Leff: All right. Board's Exhibit 10-MM is admitted.

(The document heretofore marked Board's Exhibit 10-MM for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Now, did you receive any reply from Mr. Randolph to your telegram which has been admitted in evidence as Board's Exhibit 10-MM?

A. Yes, sir.

Q. In what form?

A. A telegram from Mr. Randolph, dated November 21. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-NN for identification an original telegram consisting of two pages addressed to Chicago

Newspaper Publishers' Association and signed by Woodruff Randolph, President, International Typographical Union.

(Thereupon, the document above referred to was marked Board's Exhibit 10-NN for identification.)

Mr. Sinsheimer: I offer Board's Exhibit 10-NN in [742] evidence.

Trial Examiner Leff: There being no objection, Board's Exhibit 10-NN is admitted.

(The document heretofore marked Board's Exhibit 10-NN for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Did you make any reply to Board's Exhibit 10-NN?

A. No, sir.

Q. Did you have any further correspondence or communication with the union or with Mr. Randolph or any representative of the union?

A. Yes. On November 23 I received a letter from Mr. John J. Pilch, President of the Chicago Typographical Union No. 16. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark this Board's Exhibit 10-OO for identification, an original letter dated November 23, 1947, addressed to Mr. John F. O'Keefe, Secretary, Chicago Newspaper Publishers Association, and signed by John J. Pilch, president.

(Thereupon, the document above referred to was marked Board's Exhibit No. 10-OO for identification.)

Q. (By Mr. Sinsheimer) And is this the letter you referred to, Board's Exhibit 10-OO, from Mr. Pilch?

A. Yes, sir.

[743] Q. On or about November 23, 1947?

A. Yes, sir.

Mr. Sinsheimer: I will offer Board's Exhibit 10-OO for identification in evidence.

Trial Examiner Leff: There being no objection, Board's Exhibit 10-OO is admitted.

(The document heretofore marked Board's Exhibit 10-OO for identification was received in evidence.)

The Witness: My recollection is that that came by mail on the morning of the 24th.

Q. (By Mr. Sinsheimer) Did you make any reply to the letter which is in evidence as Board's Exhibit 10-OO of November, 23?

A. Yes, sir. We replied, or the Association replied, to Mr. Pilch's letter in a letter dated November 24, 1947.

Q. And do you have a copy of that letter which you sent in reply?

A. Yes, sir. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-PP for identification a copy of a letter dated November 24, 1947, addressed to Mr. John J. Pilch, President, Chicago Typographical Union No. 16, consisting of three pages, the third of which is signed by Chicago Newspaper Publishers Association, and purports to bear the signature of the secretary of that Association, and of [744] representatives of the newspaper members of the Association.

(Thereupon, the document above referred to was marked Board's Exhibit 10-PP for identification.)

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[746] • • • Trial Examiner Leff: Without objection, Board's Exhibit 10-PP is admitted.

(The document heretofore marked Board's Exhibit 10-PP for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Now, was there any reply received to the letter which has been received in evidence as Board's Exhibit 10-PP?

A. No, sir.

Q. That is, you did not receive a reply to this?

A. I did not receive a reply.

Q. Do you know whether any of the other signatories to that letter received any reply?

A. I don't believe so. I have not heard that either one of them did. The strike occurred a few hours after that letter was delivered.

Q. And has that strike continued since that time?

A. Yes, sir.

Q. And it is still in effect?

A. Yes, sir.

Q. So that it commenced, then, on November 24?

A. Yes, sir.

Q. That is, the strike?

[747] A. Yes, sir.

Q. Now, did you have any further correspondence or communications with Mr. Randolph or any representative of the union or the union?

A. Yes, sir.

Q. In what form and when?

A. On November 28, we addressed a letter jointly to Mr. Woodruff Randolph, President, International Typographical Union, and to Mr. John J. Pilch, President, Chicago Typographical Union, dated November 28. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-QQ a copy of a letter dated November 28, 1947, addressed to Mr. Woodruff Randolph, President, International Typographical Union, 2820 North Meridian Street, Indianapolis, Indiana, and Mr. John J. Pilch, Chicago Typographical Union No. 16, 130 North Wells Street, Chicago, Illinois.

This consists of two pages, the second of which purports to have been signed by the Chicago Newspaper Publishers Association by the secretary, and under it appear the names of the six member newspapers of the Association.

(Thereupon the document above referred to was marked Board's Exhibit 10-QQ for identification.)

Q. (By Mr. Sinsheimer) Mr. O'Keefe, was this prepared [748] in duplicate, original, or what?

A. No, I think the original was sent to Mr. Randolph, and a copy of the original, a carbon copy of the original on a letterhead was sent to Mr. Pilch.

Q. And were either or both signed by you?

A. They were both signed by me.

Mr. Sinsheimer: I will offer Board's Exhibit 10-QQ in evidence.

Trial Examiner Leff: There being no objection, Board's Exhibit 10-QQ is admitted.

(The document heretofore marked Board's Exhibit 10-QQ for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Now, did you have any further communications or correspondence with Mr. Randolph, a representative of the union, or the union?

A. Yes, sir. Under date of December 1, we received a letter dated December 1 from Mr. Randolph in reply to the one we sent him dated November 28.

Q. And do you have that letter with you?

A. Yes, sir. (Handing document to counsel)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 10-RR for identification an original letter addressed to Mr. John F. O'Keefe, Secretary, Chicago Newspaper Publishers Association, dated December 1, 1947, and signed by Woodruff Randolph, President.

[7487] (Thereupon the document above referred to was marked Board's Exhibit 10-RR for identification.)

Q. (By Mr. Sinsheimer) And is Board's Exhibit 10-RR the letter which you just testified you received from Mr. Randolph in reply to your letter of November 28?

A. Yes, sir.

Mr. Sinsheimer: I will offer Board's Exhibit 10-RR in evidence.

Trial Examiner Leff: There being no objection, Board's Exhibit 10-RR is admitted.

(The document heretofore marked Board's Exhibit 10-RR for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Now, since receipt of Board's Exhibit 10-RR have you had any further correspondence, communications, or meetings with representatives of the union or the union, or with Mr. Randolph?

A. Yes. We had no further correspondence. We met four times in the office of Mayor Kennelly; three times with the members of the Scale Committee of the Chicago Typographical Union, and once with that same group and Mr. Randolph.

Q. You are referring to Mayor Kennelly, the Mayor of the city of Chicago?

A. That is right.

Q. At whose request were those meetings held?

[7488] A. Those meetings were arranged by the mayor, and as I understand it, both sides were invited to attend the meetings.

At the suggestion of the mayor and by the mutual consent of both sides those were considered off-the-record meetings.

Q. Were you able to resolve any of the issues that had arisen as a result of those meetings?

A. No, sir.

Q. Other than the off-the-record meetings with the mayor, did you have any other communications, correspondence, or meetings with representatives of the union, or with Mr. Randolph, or the union?

A. No, sir.

* * *

[753] * * * Q. (By Mr. Sinsheimer) Mr. O'Keefe, are you acquainted with the process by which employees of the composing room of the Chicago newspapers are hired?

A. I believe I am, yes, sir.

Q. Will you state what that process is?

A. In the composing room, you mean?

Q. Yes.

A. Well, the practice is for a Printer to deposit his card or apply to the chapel chairman in the respective newspaper, or in a newspaper, and then put his name on the slip board as being available for work. He does not report to the foreman, he reports to the chapel chairman.

When the office desires men in the classification in [754] which this man is slugged up, he is hired when they reach his name in priority. In other words, if he is the first man who is at the time available for work the foreman must hire him in the classification in which he is slugged up.

Now, men from the slip board are also hired by regular situation holders, who might lay off for one reason or other, for sickness, or for any other reason, either directly—in other words, the situation holder himself, or through the chapel chairman will arrange for a man from the slip board to work in his place, see?

Q. Well, now, who tells the man that he is employed?

A. Well, that may be the foreman—it is usually the foreman, usually the foreman.

Trial Examiner Leff: Let me ask a question: Has the foreman got any discretion in the choice of men, or must he take the man who has priority on the slip board?

The Witness: He must hire in priority.

Trial Examiner Leff: Thank you.

Mr. Van Arkel: I did not get the answer.

(Record read.)

The Witness: He must hire in priority.

Q. (By Mr. Sinsheimer) When you refer to the chapel chairman, to whom are you referring?

A. The chapel chairman is the official representative of the union in each office. In each office there is a chapel. [755] A chapel is the union name for it, and it has been for many, many years referred to as a chapel, each office is referred to as a chapel.

Q. There is a chapel at each different newspaper, is that correct?

A. That is right. And a man cannot have priority in only one chapel.

Trial Examiner Leff: He cannot?

The Witness: He can have only priority in only one chapel.

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[756] • • • Q. Now, there is a process with respect to advertising involving reproduction of the advertisements, sometimes known as "bogus." De you know what that is?

A. Yes, sir.

Q. Will you describe that in detail, if you can?

A. Well, "bogus" is the process under which advertising copy which comes into a newspaper office in "mat" form, that is, retail advertising copy which comes into a newspaper office in mat form, is reproduced within a certain period of time, because of this reproduction theory, which is a part of the contract, our contract, which expires on October 21.

To explain it more clearly, the advertiser sends a mat into the newspaper office. The ad is published, is processed from that mat and is published, and then usually within seven days that entire ad is reproduced, or handled, rather, as if it were a new ad coming into the office. It is marked up, set, proof run, proof corrected, corrections made, another proof run, re-read, and then if it is all right the type is broken up and the proof is filed or destroyed.

• • •

The Witness: Now, that happens even though the original [757] ad may have been set in a Chicago job shop, and a mat made from the type set in the job shop. The mat that comes into any of the newspapers, one or more, maybe all of them, each one would reproduce the ad as I have indicated, publish it from the mats, and then reproduce the entire ad as I have indicated.

Q. (By Mr. Sinsheimer) Now, what kind of mats are reproduced in that manner?

A. Well, you might say all ads that are paid for at the retail rate. And, in addition, ads like the local utility ads, which carry the national advertising rate, but which are local to the extent where the result of discussions throughout the years, they are also being reproduced. For instance, an ad of the Commonwealth Edison Company in Chicago, the Electric Light Company in Chicago would be handled as I have indicated.

Ads that are known as national ads are not subject to reproduction.

Q. What provision of the agreement which was in effect between October 21, 1946, and October 21, 1947 applies to this type of reproduction which you have just described?

A. Section 12.

Q. And that agreement is the same agreement which was previously received in evidence as Board's Exhibit 9-F?

A. Yes, sir.

[758] Q. Now, are the employees who perform the reproduction work that you have just described paid for that?

A. Yes, sir. The contract states, Mr. Sinsheimer, that under no circumstances will such reproduction be required at other than straight time rates, and such reproduction is not to be required when so doing would necessitate overtime rate on other advertising composition in the composing room.

Q. Now, is the work that is performed pursuant to Section 12 of Board's Exhibit 9-F the contract of October 21, 1946 to October 21, 1947, ever used? That is, is an ad or advertisement ever run from that?

A. On a rare occasion it might be.

Q. Do you know of any such instances?

A. No, I don't, but I can conceive that on rare occasions it might be used where a similar ad may have been repeated several times, maybe the plate or the mat from which the ad was originally published for one reason or another may have become so that it would not reproduce properly, or something like that. It doesn't happen very often, I understand.

Q. When the ad is reproduced pursuant to this paragraph, pursuant to this practice, or pursuant to Section

12 of the agreement, is there any intention that the advertisement so reproduced be used?

A. No.

• • •

[759] Trial Examiner Leff: I would like to ask just one question about this:

During the course of any of your negotiations after August 22, 1947, did the subject of this "bogus" ever specifically come up?

The Witness: I don't recall. I don't recall it coming up after August 22.

Trial Examiner Leff: Is it a fair statement, then, to say there was no discussion in your contract negotiations after August 22 with respect to "bogus" work?

The Witness: None that I recall.

• • •

The Witness: There were other clauses that would have been ultimately discussed, Mr. Examiner, if we had arrived at this framework that we have discussed, you see.

Trial Examiner Leff: Yes.

The Witness: I don't know whether anything would have come up on "bogus" or not.

[760] Mr. Sinsheimer: No further questions.

Trial Examiner Leff: Do you want to ask any further questions? Does anybody else at this table? Mr. Reilly?

Q. (By Mr. Reilly) Referring to the Trial Examiner's question, Mr. O'Keefe, I believe you said that the union presented to you what is known as Form P-6-A which has been introduced as a Board's exhibit. Didn't that form contain a provision with respect to "bogus" which was substantially the same one which appears in the contract?

A. I believe it did, Mr. Reilly. Yes, there is a "bogus" clause in this Form P-6-A.

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[771] • • • *Cross Examination.*

Q. (By Mr. Van Arkel:) Mr. O'Keefe, on December 22, 1947, you testified before a Special SubCommittee of the Committee on Education and Labor of the House of Representatives, did you not?

A. Yes, I did.

Q. In the course of that hearing were you asked this question and did you give this answer:

[772] "Mr. Kersten: You can see the reasonableness of the union's position on not wanting to have a non-union member forced upon them? You can see that, can't you?

"Mr. O'Keefe: Yes, yes, I can."

A. Yes, sir.

Q. Then were you asked these questions and did you give these answers:

"Mr. Kersten: Up until now and for many years past you had a closed shop agreement, didn't you?

"Mr. O'Keefe: Yes, we did.

"Mr. Kersten: How did that feature work out in your previous contracts, so far as your closed shop provision of the contract was concerned?

"Mr. O'Keefe: We never even discussed it. It had been there for years and it has remained there.

"Mr. Kersten: Did you have any real difficulty with it, so far as your union is concerned?"

Meaning, I take it, the International Typographical Union.

"Mr. O'Keefe: We did not.

"Mr. Kersten: I think that is all.

"Mr. O'Keefe: As a matter of fact, most of the Chicago Publishers, or all of the Chicago Publishers, [773] I would say, would prefer to continue a closed shop, if it were legal.

"Mr. Kersten: The reason for that is that this particular union has been a long-term institution that has a certain amount of tradition behind it, a considerable amount, and it is a responsible union, and under those conditions a closed shop has worked out so far as the Chicago Publishers are concerned, is that right?

"Mr. O'Keefe: Yes, it has."

Now, were you asked those questions and did you give those answers, Mr. O'Keefe?

A. Yes. I would like to interpret Mr. Kersten's—Congressman Kersten's question, however, the way I understood it when I answered that portion of it where you attempted to interpret it as the ITU.

Q. Yes.

A. I assumed that he was talking about the Chicago Typographical Union.

Q. That is what I meant to say.

A. That is right, sir.

Q. Now, then, were you further asked these questions? You had been discussing the closed shop and stated:

"Mr. O'Keefe: We cannot agree to maintain a closed shop.

"The Chairman: That is where unions would de-
[774] liberately keep people from becoming members who had the qualifications and it was apparent, and the employer knew that fact, but we have never had that with respect to Local 16, have we, here?

"Mr. O'Keefe: No."

Now, the Chairman in this case is Congressman Owens.

"The Chairman: You have never observed it, have you?

"Mr. O'Keefe: Observed what?

"The Chairman: That they have ever in any way tried to keep men out of their ranks, competent men?

"Mr. O'Keefe: I don't know. I don't know. I don't suppose they have."

Now, were you asked those questions?

A. I believe I was, yes, sir.

Mr. Sinsheimer: I would just like to object to the line of questioning of being wholly irrelevant to this proceeding.

Trial Examiner Leff: I don't quite see the relevance of this line, either, Mr. Van Arkel.

Mr. Van Arkel: Well, this all goes to the legitimacy and legality of the demand or the request of the union contained in form P(6)A and is designed to show that there had been, here in Chicago, a long tradition that printers were union men and did not work with non union men.
[775] It is designed to show the legality and reasonableness of the provision contained in Form P(6)A.

Trial Examiner Leff: Well, shouldn't the legality be determined by the law as it exists, and not by whether or not that law happens to be a good law?

Mr. Van Arkel: Well, the paragraph in Form P(6)A to which I refer states that the employer recognizes that the union cannot compel its members to work with non-union men, and we are now trying to show that that is a mere statement of fact.

Trial Examiner Leff: Very well. Proceed.

Mr. Sinsheimer: I have an objection to this entire line of questioning, Mr. Examiner.

Trial Examiner Leff: Yes, the objection is overruled.

Q. (By Mr. Van Arkel:) Now, Chairman Owens and you, Mr. O'Keefe, were discussing, I believe, the problems of hiring non-union men, and the Chairman asked you:

"He"—meaning the publisher—"is not going to try and change the rules and regulations of the union in any way. Haven't you seen those provisions clearly in the act?

"Mr. O'Keefe: Yes.

"The Chairman: You did not intend to violate those, did you, in any way?

"Mr. O'Keefe: Of course not.

[776] "The Chairman: Was there any discussion by the union to say that you had intended to violate them?

"Mr. O'Keefe: No. As a matter of fact, they indicated that they would not have too much trouble with us, but they said, there were other employers around the country they might have trouble with, and therefore they had to have a uniform policy, and that is the policy I tried to lay out to you established by the International Union."

Now, were you asked those questions and did you give those answer?

A. The last part I definitely recollect. I don't know whether the beginning of your question was actually the beginning of that discussion with Congressman Owens or not. I don't recall that.

Q. Well, there was considerable discussion before that, but I am perfectly willing to have that go out, if you do not recall it. I was referring only to the portion I read of Chairman Owens colloquy with you.

A. Yes, I understand that, but I do definitely recall the last part of the portion that you read. The first part I don't quite get the point of it, because I believe there was some previous discussion which led into that.

Q. Would you like to examine the transcript?

A. May I? Yes.

[777] Q. Yes. (Handing document to witness).

A. Yes. I understand it now. There was some reference to the discrimination prior to that.

Q. Yes. Now, you were asked some questions about the conditions of employment, Mr. O'Keefe, at this same hearing, and I will ask you whether or not these questions were asked, and whether you gave these answers:

"Mr. Kersten: But its purpose—"

that is referring to conditions of employment—

"in being offered was what, therefore?

"Mr. O'Keefe: To let us see what they contained.

"Mr. Kersten: Why did they want to let you see that?

"Mr. O'Keefe: They were willing to discuss them. They said certain clauses in them were 'musts', and could not be changed, but, for instance, here is vacations. Printers now get three weeks vacations with pay each year, and this provided for four weeks vacation. Well, the union wanted us to indicate whether we would be willing to concede four weeks vacation.

"Mr. Kersten: Four weeks?

"Mr. O'Keefe: Four weeks vacation and the sick benefit plan. They were willing to discuss those [778] things. I never did, frankly, get clear in my mind how we would ever get together on them, because we were told that they would determine finally what the figure would be, what the vacations were to be and what the entire contents of these were to be, but they wanted to find out from us what our feeling was with respect to the economic issues contained in these conditions of employment.

"Mr. Kersten: But the attempt to get your feelings were to get your reactions as to these terms?

"Mr. O'Keefe: Economic terms."

Were you asked those questions and did you give those answers?

A. Yes, I was.

Q. Then I will ask you about this:

"The Chairman: There was just one question I wanted to ask on that. On that statement that you received, that Form 6-A—" I take it he was referring to form P(6)A—"you are taking the words that it is not to be construed as an agreement as meaning that there is not an intention to bargain collectively?

"Mr. O'Keefe: No, the Form P(6)A was the contract form which the union would sign."

Were you asked that question?

A. I believe so, yes, sir.

* * *

[779] * * * Q. (By Mr. VanArkel:) One further question, Mr. O'Keefe, in connection with the extracts from the Congressional hearings which I read you: If you were asked those same questions would your answers today be the same as those which I read you?

A. I believe so.

Q. Now, have you handed me all of the notes which you used to give your testimony on direct?

A. I believe so, yes.

Mr. Van Arkel: I will ask that these documents be marked as follows:

As Respondent's Exhibit 5-A, Minutes of the first meeting held on July 30, 1947.

[780] (Thereupon the document above referred to was marked Respondent's Exhibit 5-A for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-B, notes of meeting of August 31, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-B for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-C, notes of the meeting of July 30, 1947.

Mr. Sinsheimer: Just a moment. That is the same date that you gave on the first one, on 5-A.

Mr. Van Arkel: I refer to them all as 5, or intended to.

Trial Examiner Leff: 5-A was the notes of July 30, 1947, and when you came to 5-C you gave the same date.

Mr. Van Arkel: I am sorry. The first notes of the meeting of July 30th are headed "Notes by J. F. O'Keefe."

The second, 5-C are headed "Notes by W. C. Coutney."

Mr. Diamond: Why don't you make that one 5-B for the convenience of keeping it in order?

Trial Examiner Leff: That does not matter so much.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-C for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-D for identification notes of meeting of August 5, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-D for identification.)

[781] Mr. Van Arkel: As Respondent's Exhibit 5-E for identification, notes of the meeting of September 3, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-E for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-F for identification, notes of the meeting of September 23, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-F for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-G for identification, notes of meeting of September 30, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-G for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-H for identification, notes of meeting of October 17, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-H for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-I for identification, notes of meeting of October 20, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-I for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-J for identification, notes of meeting of October 21, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-J for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-K for identification, [782] notes of meeting of October 23, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-K for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-L for identification, notes of meeting of November 20, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-L for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-M for identification, notes of the meeting of November 11, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-M for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-N for morning session, 5-M being notes of the afternoon session.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-N for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-O for identification, notes of the meeting of November 12, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-O for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-P for identification, notes of the meeting of November 13, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-P for identification.)

Mr. Van Arkel: As Respondent's Exhibit 5-Q for identification, [783] notes of the meeting of November 14, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-Q for identification.)

Mr. Van Arkel: And as Respondent's Exhibit 5-R for identification, notes of the afternoon session of November 14, 1947.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-R for identification.)

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[787] • • • Mr. Van Arkel: I will ask the reporter to identify another exhibit. Before the recess I had asked the reporter [788] to identify certain of these documents, and I notice that there is one which I neglected to have marked for identification.

These are the notes of Mr. Coutney of a meeting of August 21, 1947, which I will ask be marked as Respondent's Exhibit 5-S for identification.

Trial Examiner Leff: May I suggest that be marked as Respondent's Exhibit 5-B-1 so that it will appear in sequence under that number?

Mr. Van Arkel: Very good.

Trial Examiner Leff: And what is the date of that, please?

Mr. Van Arkel: August 21, 1947. Wait a minute. I suspect that this is Exhibit 5-E and I neglected to write the number on it, Mr. Examiner, because I am missing a 5-E.

Trial Examiner Leff: No, 5-E is dated September 3, 1947, according to my notes.

Mr. Van Arkel: Very good, Mr. Examiner. Those notes, then, I am marking as Respondent's Exhibit 5-B-1 for identification.

(Thereupon the document above referred to was marked Respondent's Exhibit 5-B-1 for identification.)

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[789] • • • Trial Examiner Leff: Respondent's Exhibits 5-A to 5-R, inclusive, are hereby admitted.

(The documents heretofore marked Respondent's Exhibits 5-A to 5-R, both inclusive, were received in evidence.)

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[794] • • • (By Mr. Van Arkel:) Now, in your meetings with the International Typographical Union at Chicago, Mr. O'Keefe, did the International Typographical Union at any time, or Local No. 16, refuse to meet or confer with you?

A. No, sir.

Q. There were, I believe you testified on direct, several occasions where Local No. 16 requested meetings, were there not?

A. Well, there was one definitely on October 29th. They may have requested others. Several times we recessed or adjourned a meeting with the understanding that one side or the other would get in touch with the other side.

Q. But from this whole course of negotiations, or through this whole course of negotiations you never found any reluctance on the part of local officials to meet with you, did you?

A. No, sir.

Q. And in fact they were at all times able and willing to sit down and discuss these matters with you without any undue delay?

A. That is right?

[795] Q. Now, do you recall the first occasion in the course of these negotiations, when the union asked that you discuss wages?

A. I cannot remember the specific meeting, Mr. Van Arkel. I would imagine it was, oh, either August 13th or August 21st, I think.

Q. In any event, some time during the month of August, so far as your present memory goes?

A. I think so.

Q. And that request to discuss wages, did that also include a request to discuss either economic conditions, such as vacations, hours of work and the like?

A. Yes.

Q. Did the union reiterate that request to you to discuss wages and other economic conditions in the other meetings which you had thereafter?

A. We had a number of meetings. I would not say at every meeting, but at a number of meetings they did.

They were stating that they could not have a contract, there could not be a meeting of minds, and suggesting to us that we forget about the contract and discuss wages and economic issues.

• • •

[796] • • • Q. Well, I would just like to confine ourselves now to this point of discussing wages and other economic conditions.

Would it be fair to say that the union endeavored at all times after August 22nd, let us say, to discuss with you those matters?

A. They asked that they be discussed.

Q. And I believe your testimony is that you refused to discuss them at all times after August 22nd?

A. We declined to discuss wages until we had an indication from the union that we were negotiating for a legal contract, a lawful contract, with a normal term.

• • •

Q. (By Mr. Van Arkel:) Now, do you recall, Mr. O'Keefe, whether in your first meetings, now, going back to the first meeting before August 22nd, whether it was the union or the publishers association which first asked that the possibility of concluding a new agreement before August 22nd be discussed?

[797] A. The publishers made the first suggestion for a new agreement, for an agreement prior to August 22nd.

Q. You say that was initiated by the publishers?

A. Yes.

Q. And not by the union?

A. Yes. As I indicated to you yesterday, the initial statement by the union was that we were meeting under circumstances different from those which had existed previously, because of the passage of the Taft-Hartley Law, and that they were acting under instructions, and that the International Typographical Union necessarily had to determine policy, and that they were meeting here at that time to find out how the publishers felt, and what the publishers' attitude would be with respect to these fundamentals which had been determined by the International Typographical Union, and so forth, and finally when I made my statement in response to that suggestion, that they wanted to find out the publishers' position, I indicated that there were two ways to proceed: One

was to negotiate for an agreement which would include the closed shop prior to August 22nd, and that we preferred.

Second, failing in that, we were to proceed for an agreement, negotiations for an agreement, after August 22nd, which would be effective October 21st.

Q. Now, I am referring to Exhibit 5-A, Respondent's Exhibit 5-A, Mr. O'Keefe, of July 30, 1947, to the paragraph [798] which says:

> "Rhoden"—meaning I take it, Mr. Rhoden— "then said that he saw a possibility of reaching an agreement by August 22nd if we approached it mutually."

Do you recall that statement being made by Mr. Rhoden?

A. I will assume he made that statement.

Q. And you had no reason to doubt such statement?

A. No. As a matter of fact, I made the same suggestion myself at the meeting, Mr. Van Arkel—

Q. Well, at least until August 22nd—

A. (Continuing)—that if we approached it mutually I saw no reason why we could not reach an agreement by August 22nd.

Q. At least until August 22nd there was no question, was there, but that you were endeavoring to arrive at an agreement which would contain the closed shop and be effective for some period of time after August 22nd?

A. Well, we endeavored, but at the first meeting held on July 30th, we were told that we had to agree to a lot of mandatory clauses, otherwise an agreement could not be reached.

Now, that is the reason, Mr. Van Arkel, that we did not make a proposal until August 13th. I mean, two meetings had been held before we submitted our proposal, and the reason for that was we were faced with this mandatory [799] proposition which must be agreed to before an agreement could be reached.

Q. But I understood from your direct testimony, Mr. O'Keefe, that you were not prepared to accept the clauses which the union offered.

What I would like to ask is whether or not there was any doubt in your mind but that the union was seeking to arrive at an agreement containing those clauses which they desired?

A. Well there was, frankly, a doubt in my mind, because Mr. Pilch kept insisting that they had no anxiety

of retaining the closed shop, that these other fundamental things were more important. As a matter of fact, we had forced at us, right from the beginning, that if it was not this it was conditions of employment, no contract.

Q. Well, was there anything said or done in the course of those negotiations in which the union rejected the principle of reaching an agreeemnt before August 22nd?

Mr. Diamond: I object to that question.

Trial Examiner Leff: Objection overruled.

The Witness: No. If we had accepted the mandatory clauses, I think we would have had an agreement before August 22nd.

Q. (By Mr. Van Arkel:) Now, you were testifying, Mr. O'Keefe, I believe, about one of the meetings which was held at the [800] Executive Council of the International Typographical Union here in Chicago, and with the Local Scale Committee present. You testified that in the course of that meeting in answer to what you described as the Garrison proposal, that Mr. Randolph stated that this had some meat on it. Do I correctly quote your testimony?

A. No.

Q. Could you correct me, then?

A. Yes. Mr. Randolph said that the so-called Woodard proposal had some meat on it.

Q. The Woodard proposal?

A. That was the proposal, Mr. Van Arkel, made on November 13th.

Trial Examiner Leff: Is that Exhibit 10-HH? Will you show it to the witness, please?

Q. (By Mr. Van Arkel:) Well, in any event, with respect to that proposal, is it right that Mr. Randolph stated that this had some meat on it? Is that correct?

A. He made that statement.

Q. Pardon?

A. He made that statement.

Q. Yes. Did he also in the course of that talk say that that clause was a real possibility?

A. Not a real possibility. He said, I think, that it had some possibilities.

[801] Q. Now, the previous proposals which you had submitted had been rejected out of hand, as I understand it, hadn't they? That is, the previous—

A. The Chicago Federation of Labor?

Q. Yes.

A. There were three proposals that week, Mr. Van Arkel, one was the so-called Garrison proposal.

Q. And that the union immediately rejected, did it not?

A. It was rejected. Not immediately, but it was rejected. That was submitted to us in the morning, Tuesday morning, and I think Mr. Randolph got around to rejecting it, perhaps, on Wednesday.

Q. And then what was the second proposal?

A. The second proposal was the Chicago Federation of Labor proposal, which Mr. Randolph rejected on Thursday morning.

Q. After considering it overnight?

A. That is right, sir.

Q. And the third proposal, then, was the Woodard proposal?

A. The one that you just referred to, yes, sir.

Q. With respect to that proposal, was there at any time a rejection by the union of that proposal?

A. Not to us, no, sir.

Q. Was there to any one else that you are aware of?

A. I understand that that proposal was turned down in Detroit, yes.

[609] Q. In Detroit?

A. Yes, sir.

Q. But so far as your negotiations in Chicago were concerned, that proposal was never rejected as a basis for a solution of the non-economic clauses in the agreement, was it?

A. It was not.

Q. Now, did you infer from the fact that Mr. Randolph had rejected the earlier two proposals that there was a significance in his failure to reject the proposal which we can call the Woodard proposal?

A. Any significance to it?

Q. Yes. Did that strike you as significant that he had rejected two proposals after due consideration, but had taken this Woodard proposal and said there was a possibility, that it had some meat on it, and in effect set it aside?

* * *

The Witness: I just don't know what to think about it, or did not know what to think about it, Mr. Van Arkel.

[803] Certainly we felt it was unreasonable for Mr. Randolph to have turned down these previous proposals, and for the local union to have turned down the previous proposals which did not include wages, and yet, finally, when we came to this one, he would not commit himself, even tentatively, until wages were a part of it.

Q. (By Mr. Van Arkel:) Well, it is true, is it not, that Mr. Randolph and the Executive Council committed themselves to the extent of not rejecting it?

A. They did not reject it.

Q. Did that lead you to believe that if other satisfactory terms of agreement could be arrived at that this might be a solution for those non-economic issues which faced you in your negotiations?

A. No, I don't think it did.

Q. In any event, you precluded any exploration of that problem by refusing at that point to discuss other clauses of the agreement, did you not?

A. We refused to discuss wages until we had at least a tentative commitment that that proposal, or any of the proposals we made would form the framework of an agreement, that is right.

* * *

[809] * * * Q. Now yesterday, Mr. O'Keefe, you were asked some questions with respect to the reproduction of advertising matter.

A. Yes, sir.

[810] Q. That is a pick-up, Mr. O'Keefe, in the printing trade, and not in the social sense?

A. I have heard the term a number of times. I do not know that I can describe it with complete accuracy. I think it is—well, I think you would do better by asking one of the printers out here (indicating).

Q. I have asked them, Mr. O'Keefe, but they are not on the witness stand.

Is it not correct to say that matter which is picked up means matter that comes into the shop in form of mats which have appeared in other newspapers, or may appear in other newspapers?

A. I believe that is true, yes, sir.

Q. Now, do you have any figures as to the percentage of pick ups which is reproduced?

A. I do not have the figures, no, sir.

• • •

[811] • • • Trial Examiner Leff: Do you agree with the definition suggested by Mr. Van Arkel as to what "pickup" is?

The Witness: I think that is what it is.

Trial Examiner Leff: Very well, please proceed.

Q. (By Mr. Van Arkel:) Do you have any knowledge whether or not the percentage of mats which is reproduced is a very small or a very large percentage of the material picked up?

A. I don't know. I couldn't say.

Q. Pardon?

A. I couldn't say.

Q. Does the Association have any figures available, Mr. O'Keefe?

A. No, sir, we don't. The Association does not keep any of those figures.

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[814] • • • Q. (By Mr. Van Arkel:) Now, Mr. O'Keefe, how do printers get their copy?

A. How do they get their copy?

Q. Yes.

A. They get it from the editorial department.

Q. How does it come into the composing room?

A. Sometimes it comes down through a tube; sometimes you have got a runner who brings it down, a copy boy.

Q. And when it gets into the composing room is it put on the hook?

A. Yes.

Q. And how is the work assigned from the hook to the individual printers?

A. Well, you had better call on one of these experts for that. I am not too familiar with all the details of a composing room operation.

Q. Now, do you know whether or not when matter is to be reproduced, whether or not that goes on the hook?

A. As I understand it, it is reported either in a bogus book, or some record is kept of it, and it is piled up some place in the office and handed out as men become available to do it.

Q. Now, most newspapers come out in several editions a day, do they not, Mr. O'Keefe?

[815] A. Yes, sir.

Q. So that any composing room operates in a series of peaks and valleys during the day as other editions are reached?

A. Sometimes, sir.

Q. Well, isn't that standard practice that right before the edition time is a very busy period, and then once the edition is out there is a lull in the operation of the composing room?

A. Certainly you are right when you say that before edition time things speed up. Whether there is necessarily a lull between editions, I don't know that that is always the case, but certainly, perhaps the tempo relaxes a bit between editions.

Q. In any event, there may be periods, may there not, Mr. O'Keefe, when there is very little to do until material comes in for the next edition?

A. That may occur, yes, sir.

Q. Printers are paid for that time, are they not?

A. Yes, sir.

Q. Their pay is on an hourly basis, I mean, on a daily basis?

A. On a daily basis, yes, sir.

Q. Now, your agreements with the Typographical Union have provided that bogus material may be reproduced at any time within several days from the time it first appears in the [816] composing room, may it not?

A. Yes, sir.

Q. Has it been the practice in the composing rooms to use the dead periods to set bogus type?

A. It seems like good business if it could work out that way, yes, sir.

Q. Well, do you know that that is the practice?

A. I assume it is the practice where it can be followed that way, yes, sir.

Q. And the contracts further provide that only straight time rates shall be paid for bogus work, do they not?

A. That is correct.

Q. So that necessarily this bogus work must be done at some time during the regular working day?

Mr. Van Allen: I object to that question, on the ground it is argumentative.

Trial Examiner Leff: No, I don't think it is necessarily argumentative. I will allow it. Does it have to be done during the regular working hours? I assume that it may be done after regular working hours, but at straight time rates?

The Witness: Well, you see, Mr. Examiner, most of these newspapers operate twenty-four hours a day. I mean, there are always men, perhaps with the exception of for some few hours on Sunday, late Saturday night or early Sunday morning, there are men in the composing rooms all [817] of the time, other times during the week.

Now, if bogus is not set by a man on one shift, it may be set by a man on the next shift, and there have been cases where men have been hired from the slip board to take care of bogus work when bogus piles up, where a man is available, the man is hired, and he may devote a good deal of his time to bogus until it is cleaned up.

Q. (By Mr. Van Arkel:) Now, further, the contract provides that the setting of bogus shall not interfere with the regular work of the composing rooms, does it not?

• • •

The Witness: I don't know that that is in the contract.

Trial Examiner Leff. Well, will you check the contract?

The Witness: Yes, I will. It does not read exactly that way, Mr. Van Arkel.

It states:

> "In no circumstance will such reproduction be required at other than straight time rates and such reproduction is not to be required when so doing would necessitate overtime rates on other advertising composition in the composing room."

[818] Q. (By Mr. Van Arkel:) Now, has it been the practical effect of that provision of the contract that men working in the composing room would first set the regular advertising matter that is to be set, and let the bogus lay over until such a time as a lull may be reached in the composing room, Mr. O'Keefe?

A. Well, as I understand it, if there are men on the slip board, bogus is kept up to date. If there are not men on the slip board, I think what you say would follow.

Q. That is, that the bogus would be simply piled up until such time as lulls were reached in the composing room sufficient to allow it to be set?

A. Or, until men were available on the slip board who could be hired for that purpose.

Q. I see. Now, in reproducing this material, the men in the composing room actually reset the material, do they not?

A. Yes, sir.

Q. And that material is then proof read?

A. Yes, sir.

Q. And corrected?

A. Yes, sir.

Q. And any corrections made on the final copies?

A. That is right, sir.

Q. Do you know whether or not under the operations of your [819] agreements, they must be reset as nearly like the original as possible with the materials in the office?

A. That is right, sir.

Q. Now, once that has been reset it becomes the property of the publisher, does it not?

A. That is right, sir.

Q. In the making of matrices could you describe that operation for us briefly, Mr. O'Keefe?

A. Of mats, you mean?

Q. Yes.

A. Well, type is set and put in the page form, the form is locked up, it is run through a press in the stereotype department. The type is pressed against this papier mâche and leaves the imprint on the mat, and then that is treated and finally the plate is made in the foundry, or plates are made from those matrices in the foundry and set to the press room.

Q. Are the plates made by pouring molten metal over the mats?

A. That is right.

Q. Now, does it sometimes happen in the operation of the composing rooms that type breaks down when mats are made from them?

A. It may happen, I don't know how often it happens, Mr. Van Arkel.

[820] Q. Do you have any general idea, Mr. O'Keefe, as to how many mats can be made from a single face of type under normal conditions?

A. I cannot tell you.

Q. It is a limited number, isn't it?

A. I have always assumed you could make a good many mats from a type form.

Q. But the point is reached when that type can no longer be used, isn't that correct?

A. That is conceivable, yes.

Q. Now, is the same true in the making of plates from matrices?

A. I think it is, yes, sir.

Q. That is, after a time the mats no longer are available for the making of additional plates?

A. Yes, sir.

Q. Now, in the case of any materials which run in the newspaper for some length of time, it may be necessary to reset advertising because either the type or the mats are no longer usable, may it not?

A. It may be, but there is a limited number of advertising that is re-run, the same ad which is re-run of retail advertising, I mean.

Q. But in any such event, in the event that happened, it might be necessary to reset the type at some point after [821] several insertions of the advertisement, might it not?

A. It might be.

* * *

[841] * * * Q. (By Mr. Van Arkel) In discussing the practice with respect to the slip board yesterday, Mr. O'Keefe, you stated that when the foremen reached a name on the slip board he [842] was required to hire him. That was your testimony?

A. Yes, that is my understanding of the practice.

Q. Does the slip board contain more than one classification on it?

A. Yes, sir.

Q. About how many classifications does it contain?

A. Oh, three or four, make-up men, proofreaders, operators—I don't know whether the operators are on one list, the ad operators and news operators, I don't know whether they are on one list or not.

Q. These are the different categories of work to be performed in a composing room?

A. Yes.

Q. After the foreman hires the man, does he, under the practice which has been prevailing in the composing

room, have a right to determine whether or not the man is competent?

A. Yes, sir.

Q. And how long a period does he have to determine that in?

A. Well, the union insists on ten days. That is a local union law provides ten days. We have never accepted local union law. The Association has never accepted local union law. So you ask me how much time, and it depends upon whose laws you are functioning under.

Q. What has been the practice in the past, within what [843] period of time does a foreman normally indicate whether or not a man is competent or not?

A. I think the practice has been to follow the ten days.

Q. Follow the ten day rule?

A. Yes.

Q. So that any time within ten days a foreman can discharge or suspend a man for incompetence?

A. If he finds him incompetent.

Q. Now, can a man establish competency in more than one classification?

A. I don't think so. He can move from one classification to another, if he wants to, and establish priority in that classification.

Q. But he is limited to a particular classification in establishing a priority in a particular office?

A. Yes, sir.

Q. How is an appeal handled from the foreman's action in suspending or discharging a man for incompetency?

A. How is an appeal handled?

Q. Yes.

A. Why, there is machinery set up, or there has been machinery set up in the contract for any discharge cases.

Q. Would you just describe that machinery briefly?

A. Well, the first step would be for either the chapel chairman or a representative of the union, or it may be the [844] individual himself talking to the foreman, and if that does not settle the matter, then it would come into the code of procedure, and it would finally end up in arbitration.

Q. Now, you mentioned the meetings that you had with Commissioner Murray, I believe it was, of the Conciliation Service?

A. Yes, sir.

Q. During the course of those meetings, or after them, did Commissioner Murray suggest that you submit to the union an entire contract proposal?

A. At one stage of the proceedings, he mentioned—I believe he mentioned that—and asked why this procedure was being followed, and why the procedure that we were following was being followed. That occurred at a time when he was along with us. The union members were not present at that time.

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Q. When did you first learn that the union had prepared for submission what has been referred to as Form P-6-A?

A. Some time in the early part of October, I think.

Q. You say, or I believe your testimony was, that the union did not present the P-6-A proposal until some time in late October?

A. October 21.

[845] Q. Had you seen the proposal itself about the beginning of October?

A. We saw it some time prior to October 21. I cannot tell you exactly when it was, Mr. Van Arkel.

Q. Now, you testified about an incident here in which there was an interchange between Mr. Rhoden and Mr. Pilch, in the course of which Mr. Rhoden said, "We have a form contract to present to you," and Mr. Pilch said, "No, not yet."

Do you recall that?

A. Yes, sir.

Q. Did you understand that that referred to a Form P-6-A agreement?

A. I guess that was it. That was on October 17, Mr. Van Arkel.

Q. It was on October 17?

A. It was on October 17, in the office of the United State Conciliation Service.

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[846] • • • Trial Examiner Leff: Did you learn that there was a P-6-A contract available at the beginning of October?

The Witness: It was some time in the early part of October.

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[852] * * * Q. (By Mr. Van Arkel) Have the printers employed in the Chicago area for many years in the past worked under closed shop conditions?

A. You mean in the Chicago newspaper members of this Association, the newspapers that have been—

Q. Let's get them first, yes, as members of the Association.

A. Yes.

Q. Is that also true of the newspapers which are not members of the Association?

A. I don't know that, Mr. Van Arkel.

Mr. Van Allen: Mr. Examiner, I don't know which newspapers he is talking about, which goes back to the request I made before, that Mr. Van Arkel submit to us a unit which he considers appropriate.

Mr. Van Arkel speaks of newspapers, he may mean daily newspapers, newspapers of general paid circulation, he may also include weekly newspapers, of which there are several in this area. He may mean tri-weekly newspapers, semi-weekly [853] newspapers. "Newspaper" is a term which can have many, many meanings, and I think in order to have an accurate and precise record here, Mr. Van Arkel should state in what manner he uses the term "newspaper" as to exactly what newspaper he means.

Trial Examiner Leff: The witness testified before that he knew of papers in the Chicago area that were outside the Association. So I think he can answer that question.

Mr. Van Allen: Mr. Examiner—

Trial Examiner Leff: This question, I take it, is not addressed to the issue of the appropriate unit?

Mr. Van Arkel: Certainly not.

Mr. Sinsheimer: He had also testified that he does not know whether the union represents employees at most of these outside newspapers or not.

Trial Examiner Leff: Please read the question.

* * * The Witness: I don't know how long these other newspapers in Chicago have operated under closed shop conditions.

[854] Q. (By Mr. Van Arkel) Are the bulk of the commercial printing shops in Chicago also operated under union shop conditions?

* * *

A. I don't know.

Q. From your observation of members of the Typographical Union, would you say that they are strongly loyal to that organization?

• • •

The Witness: Yes, sir.

Q. (By Mr. Van Arkel) And is it the tradition of the craft in the newspaper industry in Chicago that members of that organization do not work with non-union men?

• • •

The Witness: They have never had to in the Chicago newspapers, because we have never hired any non-union men in the composing rooms.

• • •

[856] • • • Q. (By Mr. Van Arkel) I believe you stated in your testimony, Mr. O'Keefe, that you had suggested to the union that you were entirely willing that all foremen should be and remain members of the union?

A. Yes, sir.

Q. Was that a voluntary concession on your part?

A. Yes, sir.

Q. Was any effort made by the union to induce you to agree to that?

A. Not to that specifically. That was made voluntarily by the Association, but it was made in an effort to promote peace and to retain peace to reach an agreement.

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[857] • • • Q. (By Mr. Van Arkel) Did the union put any kind of pressure on you, Mr. O'Keefe, to get you to agree that all the foremen should remain members of the union?

A. Reference was made at one or two of the meetings of the fear that we might bring in non-union foremen. I forget what meetings those were in which those statements were made, but as I told you, in an effort to arrive at an agreement to go [858] as far as we possibly could in attempting to meet the demands of the union, we indicated that we would continue to employ union foremen. What we were really meaning was that we would retain the union foremen that we had.

Q. Was that in fact your desire, to retain the union foremen?

A. I know of no desire on the part of any of the newspapers to get rid of the men that are running, or had been before the strike running the composing room, or who were in charge of the composing room.

Q. To your knowledge are there any available competent foremen in the newspaper composing industry who are not union members?

* * *

The Witness: I don't know, sir.

Q. (By Mr. Van Arkel) Did the union, in your judgment, use any improper methods to induce you to continue to hire only union foremen?

Mr. Sinsheimer: I will object. The question is as to what methods the union used. Now, as to whether their methods were improper, is an ultimate conclusion to be drawn in this case.

Trial Examiner Leff: I think the word "improper" should [859] be eliminated from that question. That question has to be rephrased:

Q. (By Mr. Van Arkel) Did the union use any method to which you objected in going over this question of the employment of union foremen, Mr. O'Keefe?

A. Well, frankly, we did object to the procedure that had been followed in the efforts at negotiations. We have not liked them a bit.

Q. I understand that, but I mean with respect to the foreman issue, was there anything specific?

A. Well, as I indicated to you, I know of none of the newspapers in the Chicago area that have the slightest desire to get rid of the men who are now in charge of their composing rooms.

I also stated that in the last week of negotiations when Mr. Randolph and the executive council were present, approximately ten days before the strike, in an effort to reach an agreement we indicated verbally, and included in a proposal a statement that we would continue to employ union foremen.

* * *

[860] * * * Mr. Hamilton: My name is Andrew C. Hamilton. I am attorney for the Chicago Newspaper Publishers Association, and appear as such at this hearing.

Mr. Van Arkel has asked that the complaint issued on the charges filed by the Chicago Newspaper Publishers Association be consolidated for hearing with this proceeding, consolidated for the purposes of hearing only.

The Chicago Newspaper Publishers Association, as the charging authority in the charges which resulted in the Chicago complaint, has no intent or desire whatsoever to cause unnecessary or repetitious proceedings. To us, the situation that has arisen here in Chicago, is a Chicago matter; and we, of course, would much prefer to see it handled separate and apart from any other city or any other organization.

However, in deference to Mr. Van Arkel's request and in a spirit of full cooperation in this matter, the Chicago Newspaper Publishers Association makes no objection to the consolidation of these complaints for purposes of the hearing only.

Trial Examiner Leff: Thank you. I don't quite understand what you mean by "consolidation for the purposes of this purposes only."

Mr. Hamilton: Did I use an erroneous phrase?

[861] Trial Examiner Leff: It seems to me—is there any particular limitation intended by that phrase?

Mr. Hamilton: No, no, the motion was consolidation for hearing, wasn't it?

Trial Examiner Leff: I see.

Mr. Hamilton: That is all I had in mind.

Trial Examiner Leff: I wondered why you added "only."

Mr. Hamilton: No.

Mr. Sinsheimer: I believe the motion was one of consolidation for hearing upon the separate complaints, and I presume upon separate responsive pleadings, is that right, Mr. Van Arkel?

Mr. Van Arkel: Yes, I would assume so, but it seems to me that the evidence is so substantially identical that it can stand equally well in both cases, with perhaps infrequent exceptions.

Mr. Sinsheimer: I will come to that in a minute, but I believe that was what Mr. Hamilton had reference to.

Mr. Hamilton: That was all I had in mind.

Trial Examiner Leff: Thank you.

Mr. Sinsheimer: Now, I would like to state the general counsel's office was not impressed in any way by Mr. Van Arkel's threat to walk out of this hearing, nor is the general counsel's office going to be affected in any way when it becomes its duty to issue complaints covering local [862] situations.

However, the general counsel does desire, insofar as possible and within reason, to avoid duplication, and as I have said before, we have not and will not have any interest in harassing this union. Our proceedings are brought solely as part of the duty imposed upon the general counsel by the Congress and President of the United States.

Now, with that in mind, and with the statement that we are not thereby setting any precedent for any other local situation, if Mr. Van Arkel will agree to stipulate to certain things, I believe that the general counsel will enter an order consolidating the Chicago case with the case for the purpose of hearing.

Now, I would like to ask Mr. Van Arkel with respect to several matters.

First, of course, the complaint in the Chicago case was just issued. I will ask Mr. Van Arkel whether he is willing to waive the full time within which to file whatever pleadings he may desire to the complaint. I state now that if consolidation is effected there are about two rather minor changes in the Chicago complaint that I would desire to make, and I can indicate them in the morning, if we reach an agreement with respect to this consolidation.

Now, that is the first question.

Now, I realize, of course, that Mr. Van Arkel will have [863] to have an opportunity to examine the Chicago complaint, and that he cannot make a commitment that he will file an answer tonight. But I would like from him a commitment that he will waive the full time, that is, the normal ten days under the Board's rules, and regulations. In fact, the Chicago matter was set for February 9, and that he will continue to go through with this hearing and will make every effort to have the pleadings with respect to the Chicago case settled by the end of this week or the next day or so.

In fact, I don't believe there should be much difficulty with respect to those pleadings.

Now, in addition to that, Mr. Van Arkel indicated to me, and I will again ask him to make the same stipulation, that all testimony that has been taken in this hearing to date that may be relevant to the Chicago case may be used as if the Chicago complaint had been consolidated with this complaint at the beginning of the hearing.

Further, Mr. Van Arkel has also indicated that he would stipulate that the Trial Examiner may make findings on the basis of the Chicago complaint and such evidence in this record as may be relevant thereto, without waiting for the completion of the other case, and without any prejudice by virtue of the fact that he is the Trial Examiner in this American Newspaper Publishers Association proceeding that we are now proceeding with.

[864] Trial Examiner Leff: Is that being made obligatory to the Trial Examiner?

Mr. Sinsheimer: No, I do not believe that we can make that obligatory on the Trial Examiner. I am merely asking counsel to agree to that. I don't know that we, of course, have any authority with respect to the Trial Examiner.

Trial Examiner Leff: Yes.

Mr. Sinsheimer: And I don't know that we would make any request at this time. We might make a request to the Examiner to decide the Chicago case as soon as he was able to, but I am not making any statement with respect to that now.

Trial Examiner Leff: There is one—if I may interrupt you—there is one thing I would like to know, and that is what your thought is on the testimony that may come in, in other cities which will impinge somewhat upon the issues in the Chicago case. May that testimony be considered when I decide the issues in the Chicago case? Is it the thought of the general counsel that the Chicago testimony should be considered as an entirely separate unit within the general case?

Mr. Sinsheimer: Well, I think that probably the other testimony would be relevant as indicating the attitude of the union, particularly with respect to the international [865] union.

Trial Examiner Leff: I should think so, yes.

Mr. Sinsheimer: On the other hand, I think it is quite possible that the evidence which will have been adduced

by the time we conclude, specifically with respect to the Chicago negotiations, would be sufficient for the Examiner to enter an order on it.

Trial Examiner Leff: Yes.

Mr. Sinsheimer: And I want the stipulation to be clear that he may do so at any time after the conclusion of the testimony with respect to the Chicago negotiations, taking into consideration all the testimony we have adduced so far that may be relevant.

Trial Examiner: Yes.

Mr. Sinsheimer: Now, I assume also that it would be understood that Mr. Hamilton would be entitled to participate in these proceedings.

Trial Examiner Leff: Yes.

Mr. Sinsheimer: Insofar as they related to the Chicago negotiations.

Trial Examiner Leff: Yes. I think Mr. Hamilton should also join in this stipulation, except for Point One, possibly.

Mr. Sinsheimer: I believe that Mr. Hamilton may have one other point that he indicated to me, and that is that he wanted to make the point as to his right to put on some [866] testimony to supplement that which we have put on.

Trial Examiner Leff: Yes.

Mr. Sinsheimer: There is also one further point: I would also like to have the right to adduce from Mr. O'Keefe some additional testimony on direct examination as the result of any consolidation. I think that if Mr. Van Arkel can agree to the various matters that I have requested agreement on, that the fact is that general counsel is willing to enter an order of consolidation.

Mr. Van Arkel: Well, it seems to me, Mr. Examiner, that Mr. Sinsheimer has merely repeated the offer which I made before we adjourned this morning. We will enter into all of the stipulations which Mr. Sinsheimer has proposed. We are ready to go to hearing on the Chicago complaint tomorrow.

My only problem with respect to an answer is the physical job of getting it typed up. Our answer will be a general denial, and I will be glad to make it on the record, if that will speed up the procedure.

Trial Examiner Leff: That will be agreeable to the Trial Examiner.

Mr. Van Arkel: We would like to have leave to enter substantially the same special appearance in the Chicago case that we have already entered in the principal case, and we should like to have it disposed of in the same fashion.

I want to say, however, that in entering into this, I do [467] not think the general counsel is doing us any favor or making any slightest concession to us. I concede that we are here obtaining as a matter of simple right, justice, and I trust there is no patronizing in this suggestion, that somehow the general counsel is being good to us.

Trial Examiner Leff: Are you going to prepare formal written stipulations, or do you—Shall I ask Mr. Van Arkel to stipulate formally on the record now his acquiescence to the various propositions that were suggested?

Mr. Van Arkel: Yes, we acquiesce.

Trial Examiner Leff: Do you, Mr. Hamilton?

Mr. Hamilton: We do, yes.

Trial Examiner Leff: Mr. Sinsheimer?

Mr. Sinsheimer: Of course, I have made them.

Trial Examiner Leff: Yes. Now, I assume I will have a formal order or direction of some kind from the general counsel?

Mr. Sinsheimer: A formal order will be prepared by the general counsel and issued tomorrow. We will then offer in evidence the complaint issued by the Chicago office, and I will offer two or three slight amendments thereto.

Trial Examiner Leff: Yes. Well, to save time, can we also stipulate that all motions and rulings thereon made in the principal case, to the extent that they may apply to the Chicago case, will be deemed made and applicable to the [468] Chicago case?

Mr. Sinsheimer: And all evidence, or exhibits, or any other testimony, or other form of evidence adduced to date will be applicable to the Chicago case where relevant.

Mr. Van Arkel: Well, I assume that means that where we have objected and have an automatic exception that it will apply in this case?

Trial Examiner Leff: Especially where you made a special appearance, it has been overruled, and a similar special appearance will be deemed to have been made and overruled to the Chicago proceedings.

Mr. Van Arkel: I think that is an excellent suggestion.

Trial Examiner Leff: And your motions directed to specific allegations, that is, your motions to dismiss, which were overruled, will be deemed made to similar allegations in the Chicago complaint, and will likewise be deemed overruled, all exceptions being reserved to you in the principal case.

Mr. Van Arkel: It is that last reservation which is my only concern.

Trial Examiner Leff: Is that agreeable, Mr. Hamilton?

Mr. Hamilton: Yes.

Mr. Reilly: Don't forget, Mr. Trial Examiner, that the stipulation Mr. Van Arkel is making goes to the additional respondent, that is, Local 16. Is that right, Mr. Van Arkel?

[869] Mr. Van Arkel: Just a moment. Yes, I have acquired a new client.

Yes, I so stipulate for Local 16.

Mr. Sinsheimer: And enter an appearance for all of the parties named in the Chicago complaint, is that correct?

Mr. Van Arkel: Pardon?

Mr. Sinsheimer: You are entering an appearance for all of the persons named in the Chicago complaint?

Mr. Van Arkel: Yes, that is all right.

Mr. Sinsheimer: And all the previous stipulations are made on their behalf?

Mr. Van Arkel: Right.

Trial Examiner Leff: Very well. I think our intent is clear.

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[873] • • • Mr. Sinsheimer: I have here a telegram from the General Counsel of the National Labor Relations Board stating that the cases of ITU, et al. and American Newspaper Publishers Association, 9-CB-5, and ITU, et. al. and Chicago Newspaper Publishers Association, 13-CB-6, have been consolidated for hearing and that a certified copy of the Order of Consolidation is being mailed.

Now, I would like to have this telegram marked for identification as Board's Exhibit A-1a.

[874] (Thereupon, the document above referred to was marked Board's Exhibit A-1a for identification.)

Mr. Sinsheimer: I will now offer this telegram, Board's Exhibit A-1a, in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: Board's Exhibit A-1a is received in evidence.

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Mr. Sinsheimer: I would also like to have the reporter mark as Board's Exhibit A-1c for identification, a complaint in Case No. 13-CB-6, dated January 13, 1948, together with the first amended charge, dated January 13, 1948, attached to the aforesaid complaint.

(Thereupon, the document above referred to was marked Board's Exhibit A-1c for identification.)

Mr. Sinsheimer: I now offer in evidence Board's Exhibits A-1b and A-1c for identification.

Trial Examiner Leff: May I see the complaint, Mr. Reporter.

[875] Mr. Van Arkel: No objection.

Trial Examiner Leff: Board's Exhibits A-1b and A-1c for identification are received.

(The documents heretofore marked Board's Exhibits A-1b and A-1c, respectively, for identification, were received in evidence.)

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[878] • • • Mr. Van Arkel: Well, Mr. Examiner, at this point I would like to just make clear on the record what perhaps is already clear: As I understand it from the discussion we had yesterday the special appearance which we filed in the principal case is considered to extend to this complaint, our answer, a general denial, can be considered as extending to this complaint.

[879] Trial Examiner Leff: Let me interpose something there:

In your answer to the principal complaint you denied commerce, and practically everything else. Have you admitted commerce in this case?

Mr. Van Arkel: Yes. I think we will admit the commerce, subject to stipulation as to the facts.

Trial Examiner Leff: In short, you are denying everything beginning with Paragraph VI, is that correct, Mr. Van Arkel?

Mr. Van Arkel: We deny Paragraph I.

We will admit Paragraph 2, subject to a stipulation as to the facts.

Well, I think our real answer to Paragraph III is that we neither admit nor deny.

Trial Examiner Leff: Just a minute.

Mr. Van Arkel: But we are not contesting the jurisdiction.

Trial Examiner Leff: Excuse me a minute. How is your copy numbered? Does your numbering start off with II? Is that the first numbered paragraph?

Mr. Sinsheimer: The first paragraph, "having been charged", is no number.

The next one starts: "The Association is and at all times"—

Trial Examiner Leff: Is that II?

[880] Mr. Sinsheimer: No, it reads: "The Association is and at all times—"

Trial Examiner Leff: Yes. Now, is that numbered II?

Mr. Sinsheimer: That is numbered I.

Trial Examiner Leff: I believe it is numbered II on mine.

Mr. Van Arkel: It is number I on mine, too.

Trial Examiner Leff: Mine is blurred. Yes, I see.

Mr. Sinsheimer: No. II starts "Each of the companies is—"

Trial Examiner Leff: What are you doing about II? Are you denying that?

Mr. Van Arkel: No, we admit that.

Trial Examiner Leff: Oh, I see. And you are admitting III?

Mr. Van Arkel: With respect to III, we do not contest the jurisdiction of the Board with respect to the members of the Chicago Newspaper Publishers Association, and I am perfectly willing to stipulate the facts as to that with Mr. Sinsheimer.

Mr. Sinsheimer: We are preparing a statement as to the facts with respect to each newspaper, which I will take up with Mr. Van Arkel.

Mr. Van Arkel: Very well.

We admit IV.

[881] We deny V.

We deny VI.

Trial Examiner Leff: You deny VI, did you say?

Mr. Van Arkel: Yes, sir.
Trial Examiner Leff: Oh, I see, yes.
Mr. Van Arkel: We deny VI.
We will admit VII.
We deny all of VIII.
We deny all of IX.
We deny X.
We deny XI.
We deny XII.
We deny XIII.
We deny XIV.
We deny XV.

Mr. Sinsheimer: Mr. Van Arkel, I would like to ask you whether you are denying the first sentence in Paragraph V?

Mr. Van Arkel: The first sentence in Paragraph V?

Mr. Sinsheimer: That is the first part of the first sentence, the part reading:

"Respondent Chicago Typographical Union is and at all times herein referred to—"

Mr. Van Arkel: No, we admit that much of it.

Trial Examiner Leff: You deny everything beginning [882] with the words "and as such"?

Mr. Van Arkel: That is correct. We admit it "has been chartered by and is a subordinate union of respondent ITU."

Now, if I may go on from there, Mr. Examiner, further, I understood from our discussion yesterday that in so far as applicable the motions which we have heretofore filed with respect to the principal case, together with any oppositions thereto, and your rulings thereon, will be deemed to stand with respect to the complaint in this Chicago hearing.

Trial Examiner Leff: Yes, that is correct, and the same will apply with respect to any motions that the General Counsel may have made with respect to the principal complaint which is applicable to this case.

Mr. Sinsheimer: As I said yesterday, I assume it applies to, in fact, almost all motions made by all of the parties, and all rulings.

Trial Examiner Leff: Yes, to all motions and to all rulings.

Mr. Sinsheimer: And all evidence, and documents, and testimony.

Trial Examiner Leff: And also to all exceptions made in the record in the principal case. They are also applicable.

Mr. Van Arkel: With that clear I have no objection [883] to any of the amendments proposed by Mr. Sinsheimer, excepts his proposed amendment to Section VIII (d).

We object to that on the ground that as amended it does not charge a violation of the National Labor Relations Act.

Trial Examiner Leff: Well, a similar motion was made in the principal case to amend the complaint in that case.

Mr. Van Arkel: That is correct.

Trial Examiner Leff: And that motion was granted. So I accept all the arguments made in that case, and the rulings are the same.

Mr. Van Arkel: I am just trying to make it clear.

Trial Examiner Leff: The motion to amend the complaint in the respects indicated is granted. It is understood that General Counsel's office will file a formal written statement indicating the precise amendments.

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JOHN F. O'KEEFE resumed the stand and testified further as follows:

Cross Examination (Continued)

Q. (By Mr. Van Arkel) Mr. O'Keefe, you mentioned yesterday that a rather lengthy discussion concerning Form P-6A [884] took place between Mr. Garrison and Mr. Randolph at one of the meetings.

A. Yes, sir.

Q. Now, I would like to see whether or not you have some recollection of what this conversation was. The conversation, I believe you stated, was concerned with Sections A to I of Board's Exhibit 7-Q, which is the Form P-6a, is that correct?

A. Yes, sir.

Q. Now, do you recall whether or not there was any discussion about, or objection to, Paragraph (a), which states that:

"Party of the first part hereby recognizes the party of the second part—" that is the union— "as the exclusive bargaining representative of all employees subject to the latter's jurisdiction."

A. As I recall, there was some reference to the fact that that would give to the union a unilateral right to determine a bargaining unit concurrent with its jurisdiction, and I believe without regard to the right of any individuals that might be involved—something to that effect.

Q. That is, you are referring now to the phrase "all employees subject to the latter's jurisdiction"?

A. Jurisdiction, yes, sir.

Q. Do you recall whether or not Mr. Randolph made any [885] reply to that?

A. Well, I don't recall whether it was there, or later, when the clause referring more specifically to jurisdiction was under discussion. But he did make a comment during the discussion that, of course, the ITU always determines its jurisdiction and always has.

Q. Yes. Did he make any statement that the ITU had no intention of extending the jurisdiction which it has exercised?

A. I don't know that Mr. Randolph ever made that statement.

Q. Had there, in fact, been many jurisdictional problems on the Chicago newspapers?

A. No, sir, there have not. I think the only incident that we have had during the last couple of years involved a few office boys who had been working in the composing room. We had a rather unfortunate incident, I thought, at one of the papers where the union insisted that these boys be discharged, that we get rid of them.

As a result, one of the papers actually discharged a couple of boys who were performing, you may say, nontechnical tasks in the composing room.

I don't recall any question over jurisdiction in the last three or four years, at least. Now, it may have been longer than that, Mr. Van Arkel.

Q. The question with respect to these office boys was [886] that, properly speaking, a question of jurisdiction, or was the union's objection that they were not union members and were working in the composing room?

A. Well, I felt rather strongly about this particular incident, because in other jurisdictions in other locals they had included clauses in contracts which provided that as vacancies occur in the composing room they shall be filled by journeymen or apprentice members of the union, if required.

Now, in our case in Chicago here, it happened between contracts, and the union actually insisted upon the boys being discharged. I felt very strongly about it at the time, and said so.

Q. I understand that, Mr. O'Keefe, but was that a question concerning the jurisdiction of the union?

A. Well, it involved jurisdiction of the composing room. The theory that nobody but a member of the union could perform any work in the composing room.

Q. These men were not members—these office boys were not members of some other union?

A. They were not members of the union.

Q. Or of any union?

A. So far as I know, they were members of no union.

Q. Now, do you recall any other discussion about that Paragraph (a)?

[887] A. I don't recall anything further, sir.

Q. Now, Paragraph (b):

> "The party of the first part—" that is the employer—"recognizes the right of the party of the second part—" the union—"to formulate laws, rules, and decisions for conditions under which its members may seek or accept employment and agree there shall be no interference whatsoever by the party of the first part in the observance of such laws, rules and decisions, nor shall any issued by raised or complaint considered in event such laws, rules or decisions conflict with the terms of this agreement."

Do you recall what, if any, discussion was had on that clause?

A. Would you mind if I could have a copy of P-6A. I have a copy in my bag. Could I have it before me.

Mr. Van Arkel: All right.

Mr. Sinsheimer: Here is a copy. (Handing copy of document to witness.)

The Witness: As I recall, there was a reference there to the fact, by Mr. Garrison, that this clause made no reference to conflict with law, as did Section (c); and

also a reference to the fact that under that clause the local union could actually pass a law, or adopt a law, rule, or other decisions, which would involve the closed shop issue.

[888] In other words, that they could pass a rule that would prohibit its members from working with non-union men; and that the employer would have agreed not to interfere in any way or raise any complaint with respect to that particular law.

Q. (By Mr. Van Arkel) Do you recall what Mr. Randolph replied to that?

A. I think his reply was that this was for the purpose of internal control, or something to that effect.

Q. Yes. Was this in general similar to a previous clause which had been contained in agreements?

A. No, sir—well, prior to the 1945 contract we did have a clause for many years in our contract which stated that either side could pass whatever rules, laws, or regulations it wanted to govern its own members, and the other side would not be bound in any way by those rules and regulations. But from 1945 on that changed, when the general laws of the ITU became a part of the contract.

Q. Yes. Do you recall what, if any, discussion there was about that clause? Did Mr. Randolph state that he would be willing to include the "in conflict with law" clause in Paragraph (b)?

A. I don't remember having heard him say that, sir.

Q. Do you recall any other discussion on that matter?

A. Not between Mr. Garrison and Mr. Randolph, no.

[889] Q. Now, with respect to Paragraph (c) concerning the general laws of the International Typographical Union, was there any discussion of that?

A. I don't believe there was but very little discussion on that. I don't recall anything on that, Mr. Van Arkel.

Q. Was it pointed out that the phrase "not in conflict with law" was new in this particular provision?

A. I believe it was.

Q. And was it explained that that was to avoid any problem of conflict with the Taft-Hartley Act?

A. I don't think that was mentioned specifically, but there was reference to the fact that the clause proposed included "conflict with law".

Q. Did you understand that that was the purpose of the inclusion of that phrase?

A. I assume so, yes.

Q. Now, Paragraph (d):

"The employer agrees that it will not assign any work traditionally performed by journeymen and apprentice printers to any employee other than journeymen and apprentice printers—"

Do you recall what the discussion was concerning that law? Well, let me ask you this, Mr. O'Keefe, did Mr. Randolph point out that that clause was designed to protect the jurisdiction which the union had traditionally had? [890] A. I believe he did.

Q. And did you understand that that was its purpose, to protect the jurisdiction over which the union had previously exercised?

A. I believe that is what he stated. I am not—I can not recall exactly now whether it was at this meeting, or just exactly where, but there was reference to the fact that the clause could be interpreted so as to give the union the right to determine that journeymen and apprentice printers would have to be members of the union.

Q. You mean by that—

A. That came out in a discussion, in one of these discussions some place.

Q. That this was another way of obtaining a closed shop condition?

A. Closed shop, yes.

Q. Was that denied by Mr. Randolph?

A. My recollection is that he said that it referred to the jurisdiction.

Q. And did not have anything to do with the closed shop?

A. Well, whether that was specific or not, I don't recall, but he indicated that it had to do with jurisdiction.

Q. Is there anything else that you recall on that clause?

A. I am not sure. I do recall some reference to the ten day termination privilege, as to whether that was legal or [891] not, whether you actually could terminate a contract in ten days or not, under the law.

Q. Do you recall what position Mr. Garrison took, and what position Mr. Randolph took on that issue?

A. Well, I think it was Garrison that raised the point, or the question, as to whether a contract could be terminated at ten days notice. I don't know what Mr. Randolph's

position was. I think what Garrison had in mind was the sixty day termination, which was provided for in the law.

Trial Examiner Leff: May I ask a question at this point, please?

Mr. Van Arkel: Surely.

Trial Examiner Leff: Was there any discussion as to whether journeymen and apprentice printers, as defined by the party of the second part, meant journeymen and apprentices who were members of the ITU only?

The Witness: There was reference to the fact, Mr. Examiner, that it could be interpreted that way. As I recall, Mr. Randolph stated that it had to do with jurisdiction, that clause had to do with jurisdiction.

Trial Examiner Leff: Well, was that the end of the discussion on that point, or was there something else?

The Witness: I don't recall anything further on it.

Q. (By Mr. Van Arkel) Now—had you finished, Mr. Examiner?

[892] Trial Examiner Leff: Yes.

Q. (By Mr. Van Arkel) With respect to Paragraph (e):

> "The party of the first part recognizes that the party of the second part cannot compel members to work with non-union printers and apprentices and therefore agrees that any refusal by its workers to work with non-union employees shall not constitute a breach of this agreement."

Do you recall what the discussion was about that?

A. Well, there was reference to the fact that the clause was undoubtedly designed to save the union from any liability in the event that the members did not work if and when a non-union man was hired.

Q. Did Mr. Randolph point out that the traditions of the craft were such that the union could not, in fact, compel its members to work with non-union printers?

A. I don't know that he said that there or not. I have heard him make the statement.

Q. Was that statement of Mr. Randolph disputed at that time, or whenever you heard him make that remark?

A. I don't recall.

Q. Do you recall whether he stated that during negotiations?

A. I don't recall.

Q. Do you recall whether there was further discussion on that provision?

[893] A. I don't believe so. I don't believe there was anything further.

Q. Now, with respect to Paragraph (f):

"The parties further agree that: No member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union."

What was the discussion about that, if you recall?

A. I can't remember, sir.

Q. Do you recall whether or not Mr. Randolph stated that this referred to the problem of the Mailers' Union?

A. No, sir; I don't.

Q. Now, with respect to Paragraph (g):

"The employer agrees not to require its employees to perform composition or other work executed or to be further worked on, wholly or in part, by employees working under * * *" and so forth.

Do you recall what the discussion was about that?

A. Well, yes. I believe there was reference made to the fact that under this clause the union expected the employer to make sure that the men would not be asked to work on struck work.

Q. Was there any discussion of the meaning of substandard conditions?

[894] A. I don't recall any.

Q. Do you recall whether or not Mr. Randolph stated that an employer was within his rights in not requiring employees to work on struck goods?

A. He may have said that. I injected something in there myself, as a matter of fact, and I raised the point of advertising that came into the office which was outside the control of the employer himself as to the source of that advertising.

Q. Did Mr. Garrison contend there was any provision in the Taft-Hartley law, or provisions, which were bad, or which required an employer to require his employers to work on struck goods.

A. I don't recall that he did.

Q. Do you recall specifically what, if any objection, Mr. Garrison raised to this clause?

A. Well, he made the comment which I indicated, that it was placing the burden on the employer to insure that the men would not be asked to work on any struck work.

Q. Well, was it Mr. Garrison's position that there was something illegal about that?

A. I don't recall. I don't recall that he mentioned it at this meeting.

Q. Was it your impression during the negotiations that that would be illegal, Mr. O'Keefe?

[895] A. My own impression during the negotiations was that it conceivably could place an employer in a position where he was conspiring to circumvent the purpose of the boycott provision of the Act, and incidentally, that was stated by Mr. Bassett very specifically in an earlier discussion.

Q. Yes. So that your position throughout was that this clause was an illegal requirement?

A. Well, as I stated to you, it would place the employer in a position, in my judgment, where he was participating in a circumvention of the law, and perhaps may in the process place himself in a position of liability.

Q. Well, just to put a point on it, Mr. O'Keefe, was it your position that this was clearly illegal, or that it might be construed to be illegal?

A. Well, I don't know. I am not a lawyer, and I have had to proceed throughout all these negotiations upon advice that I received from, I think, fairly competent lawyers, and the opinion which I gathered and had in my own mind with respect to that clause was as I have expressed it to you.

Q. But was that advice to the effect that this was clearly illegal, or that it might, under certain circumstances, be considered by some people to be illegal?

A. Well, I don't recall having been told that it was clearly illegal.

Q. Now, do you recall any other discussion with respect to [896] that clause?

A. Not between Mr. Garrison and Mr. Randolph.

Q. Do you recall whether (h) was discussed, Paragraph (h)?

A. 8?

Q. H.

A. H?

Q. Yes.

A. There was very little said about that, Mr. Van Arkel, except that in general it conformed to the Joint Standing Committee clauses of existing contracts. It differs considerably in wording from ours.

Q. Yes.

A. The way ours has been in wording, but I think there was a general feeling that a clause similar to this one does appear in contracts.

Q. So I take it there was no objection to that clause in the discussion at all?

A. Not that I recall.

Q. How about (i)?

A. There was a brief comment on that, I believe, to the effect that the union was assuming no liability at all which might grow out of a violation of the contract.

Q. Did Mr. Randolph point out that that worked both ways, that the employer was equally exempted from liability under this clause?

[897] A. I don't recall. He may have.

Q. Was that your interpretation of the clause, that this also limited the employers' liability?

A. Yes, sir.

Q. Did Mr. Randolph explain that the union was very anxious that issues be settled between the patries and not be taken to court?

A. Yes.

Q. And did he explain that that was one of the reasons for this sharp limitation of liability?

A. I don't recall him saying that at that time, but he made the other statement a number of times, that one of his whole objectives was to keep out of the courts.

Q. Was that also your objective, Mr. O'Keefe?

A. We certainly had no desire to get into the courts in our relations with the Chicago Typographical Union.

Q. And did you feel that this clause would be an aid in keeping out of the courts?

A. No.

Q. Will you explain that?

A. I felt that clause was just an effort to get out from under any obligation that the union might have. We were not asking for a clause like this. The publishers were willing to assume any liability that they might have.

Q. Well then, I take it that it was your feeling that [898] liability as between the parties should not be limited in any way?

A. That was generally our feeling, that because we expected to be running into the court, but our feeling was that we would be less likely to have trouble if there was an unlimited liability.

Q. And on that point I take it you disagreed with the union?

A. Well, I don't want to leave the impression with you that there was agreement throughout this discussion that we have just talked about.

Q. No, I understand. But specifically on this point there was disagreement between yourself and the union?

A. Yes.

Q. Now, Mr. O'Keefe, taking the entire course of negotiations—first, let me ask you:

What clauses of Form P-6a created the most discussion, do you recall?

• • •

[899] • • • The Witness: The 60-day clause, 60-day termination clause, which Mr. Van Arkel did not refer to.

Q. (By Mr. Van Arkel) That is in the preamble of the agreement, you mean?

A. That is right.

Q. The statement that it shall continue in effect unless and until terminated by either party by written notice of sixty days?

A. Yes.

Q. What was the discussion about that, Mr. O'Keefe?

A. Well, between Mr. Garrison and Mr. Randolph. Mr. Garrison pointed out that the sixty days offered no stability, no security. It could be terminated at any time for any purpose at the end of sixty days.

Now, Mr. Bassett earlier made some very definite references to the sixty day termination, to jurisdiction, to struck work, and to the closed shop.

Q. Was it Mr. Garrison's position during these conversations that the sixty day termination clause was illegal?

A. I don't know that he stated that at this meeting, Mr. Van Arkel, that it was illegal.

Q. Well, did any representative of the publishers at

any [900] time during the negotiations take the position that the sixty day termination clause was illegal?

A. Yes.

Q. Do you recall who that was?

A. Mr. Bassett pointed out that it was a part of the efforts to coerce the employers into maintaining closed shop conditions.

Q. Well, I take it that his position there went to the way in which the clause might be used, is that correct??

A. His comment was obviously, Mr. Van Arkel, influenced by the whole policy that had been unearthed during these negotiations. The fact that Mr. Randolph had stated that they were not going to work with non-union men, that they were going to determine their own jurisdiction, that they were not going to work on sub-standard work, or non-union work. He said he had the closed shop condition now, he had control over the jurisdiction, he had the struck work situation in hand, and he was not going to give them up, and the purpose of the sixty day clause was to insure that if these conditions exist that he was not going to have to live with them for more than sixty days.

Bassett's theory was that the sixty days was actually—that the effect of the sixty day termination was coercive in order to insure that the employers would one way or another maintain this closed shop, struck work, jurisdiction, condition [901] which the union desired.

Q. That, I take it from what you have previously testified to, you resisted very strongly, did you, this request for a sixty day cancellation clause?

A. Yes, sir.

Q. Would it be fair to say, Mr. O'Keefe, that the major point of difference which ran throughout these negotiations was your difference on this issue?

A. It certainly was an important point.

Q. Was there any point of difference which you would conceive to be more important than this?

A. I don't believe so. Some of the other clauses, the appearance of those clauses, with the inclusion of some of the other clauses in a contract, we felt might establish a basis of a case against us, I mean, a prima facie case almost, against us, you see, by a third party, or involve us in a liability for damages that might be suffered by a third party.

Q. Let me ask you this perhaps rather hypothetical question: If the union had been willing to eliminate the sixty day clause, do you have any doubt in your own mind that agreement would have been reached?

Mr. Kaufmann: I will object.

Trial Examiner Leff: I will allow him to answer.

The Witness: You mean, if the sixty day termination [1002] notice had been eliminated completely?

Q. Yes, let us assume—

A. Would we have accepted it.

Let us assume the union dropped its demand for a sixty day cancellation clause, and had agreed with you to enter into a one-year contract, do you have any question but that an agreement would have been reached between you and the union?

A. Well, I am guessing now. I think it would have been reached. Now, I am assuming, however, that everything else in P.-S.A. would not have been mandatory on the union's side. I don't know whether that would have followed or not.

Q. But I take it, then, that the major point of disagreement between you, the principal stumbling block in arriving at an agreement, has been the union's demand for a sixty day cancellation clause, and your demand for a one-year contract, is that correct?

A. No. There is one other very important point which was emphasized throughout our entire negotiations, and that was this: That we did desire to negotiate for a contract of normal term, a minimum of one-year term, and we desired a lawful agreement, an agreement that we felt was lawful.

Q. Now, during negotiations which you had with the union committee, did the committee of the local union point out that in practice a sixty day termination clause would be many more [1003] than sixty days, because of the necessity of complying with the laws of the International Typographical Union?

* * *

A. Yes. Yes, there was reference made to that.

Now, I think I ought to say how I interpreted that statement. We had discussed at various times whether the sixty day termination clause would be exercised for wages, and it was Mr. Rhoden who, particularly, in commenting

on that, stated that the International, or the process through which this thing must pass through the International, would result, even if they decided to open frequently or from time to time—put it that way—for wages, that the process would be slower than sixty days. But there was never any doubt in my mind that if a non-union man was hired that it would take longer than sixty days to terminate the contract, based on what Mr. Rhoden said. I may have misinterpreted it.

Q. When you refer to the necessity of complying with ITU laws, you understood that to mean that before any strike could be had there would first have to be a vote of the local, and then a submission of the matter to the International [904] Executive Board; then an effort by the President of the union to adjust the matter; and finally a strike vote by the local?

A. I definitely understood that is what Mr. Rhoden was attempting to tell us.

Q. And from your experience you know that that is a process which does require a good many days to go through under ITU law?

Mr. Sinsheimer: I will object to that.

The Witness: Yes, but I—

Trial Examiner Leff: What is that?

Mr. Sinsheimer: I will object, unless it is shown the witness has had experience with respect to the matter.

Trial Examiner Leff: Do you have any knowledge on that point?

The Witness: Oh, perhaps no. I was going to say that we have from time to time the situation where a deadlock has been declared in negotiations between the Association and the Chicago Typographical Union, and sometimes a week, sometimes three or four days, sometimes two weeks after the contract may have expired the International President would come in. It has always been my opinion that after he has come in the process of granting strike sanction or sanction to stop work could move very rapidly.

Q. Would do you mean by "very rapidly", Mr. O'Keefe?

A. A meeting could be called by the International President, [905] a meeting of the local union could be arranged at the request of the International President, which has been done in the past.

We have completed our discussions on a Wednesday or Thursday, and the meeting has been held Sunday.

As I understand it, the members of the union could vote to ask for strike sanction at that meeting. The International President, the theory or belief of the industry is, that he carries strike sanction around in his pocket, and that he could grant it at that meeting. Then, of course, the local union would have to vote. I have never felt that it would necessarily take a month to carry out the ITU law with respect to a termination of a contract or obtaining strike sanction.

• • •

[906] • • • Trial Examiner Leff: Is the strike still continuing, Mr. O'Keefe?

The Witness: Yes, sir.

Trial Examiner Leff: Have the Publishers submitted to the demands of the union?

The Witness: No, sir.

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[916] • • • *Redirect Examination.*

• • •

[930] • • • Q. (By Mr. Sinsheimer) Mr. O'Keefe, do you know whether, under the conditions of employment which were presented to the publishers on September 3rd, the publishers would have been required to employ union foremen?

A. Yes. They would have been.

Q. With respect to Form P6(a), I believe you previously stated, testified, that Mr. Randolph said that he wouldn't recommend that form, is that right?

A. Yes, sir. He said he did not recommend it. He said he would not sign it, would not underwrite it.

Q. Now, with respect to the 60-day provision in Form P6(a), was there anything to your knowledge which would have prevented the union from initiating action looking toward a strike the day that they gave the 60-day notice?

A. No, sir, I don't think so.

• • •

[936] • • • Q. (By Mr. Diamond) Mr. O'Keefe, in Exhibit 9-F, the last contract with Chicago Union and the Publishers Association, there is a Section 12 headed

"Bogus". Do you know where the term "Bogus" comes from?

A. I think the union calls it bogus, as a matter of fact. That goes way back. They have got different names for it in different parts of the country.

Q. But that designation is one which originated among the union members and not with the publishers?

A. So far as I know, yes, sir.

Q. Have the bogus clauses in past contracts between the Chicago Newspaper Publishers Association and Local 16 caused additional expense to the publishers which they would not otherwise have incurred?

A. Yes, sir.

Q. Have such clauses created a need to calling printers who would not otherwise have been necessary?

A. I believe so.

Q. Once a printer is called in, do you have to pay him a full day's wage?

A. Yes, sir.

[937] Q. Even if he only actually works one hour?

A. That is right, sir.

Q. With the elimination of bogus clauses from the contracts between the Chicago Newspaper Publishers Association and Local 16—would that result in any savings to the publishers?

A. Indeed it would.

Q. During the past ten years have there been any changes in the bogus clause embodied in the contracts between the Association and Local 16?

A. Yes, sir.

Q. Have these changes expanded the scope of bogus?

A. Yes, sir.

Q. And have resulted in increased expense to the publishers?

A. Yes, sir.

Q. Who proposed these changes, the union or the publishers?

A. The union always proposed them.

Q. Have there been any occasions when the publishers resisted the expansion of bogus clauses?

A. Yes, sir.

Q. Have there been any occasions when the publishers proposed a restriction of the scope of bogus clauses?

A. Yes, sir.

Q. Have the bogus restrictions or, rather, the bogus provisions ever created any difficulties between Local 16 and any members of the Chicago Newspaper Publishers [938] Association?

A. Yes, sir.

Q. Would you describe them?

A. Well, there have been several in the past year and a half, I would say. One newspaper—at one newspaper a chapel meeting was called in the middle of the afternoon when time was a factor in connection with getting the paper to the press. The chapel meeting was called that lasted for about an hour and forty-five minutes. The organizer of the union was in the particular newspaper office at the time. He insisted that no type would be set until the management agreed to a stipulation that he desired with respect to setting some additional bogus copy. The management finally agreed to it and then production was resumed.

There was a little difficulty at the same time in one other office over this same demand for a suspension of bogus in the several newspapers.

* * *

[941] * * * Mr. Van Arkel: Mr. Examiner, I have just been handed a duplicate of the minutes, or rather, duplicates of the minutes which were introduced as Respondent's Exhibit 5-A and so forth, and I find here minutes of a meeting of August 13, 1947, which were apparently not in the group that Mr. O'Keefe handed me.

Could we introduce these in the appropriate place?

Mr. Sinsheimer: We have no objection. As a matter of fact, I noted before that they had been omitted, and had intended to check with counsel to see why, and offer them myself, if necessary.

Mr. Van Arkel: I think it was just not in the group that Mr. O'Keefe gave me.

Trial Examiner Leff: Can you figure out a number? The August 5 meetings are 5-D, and we have 5-D1 for the August 27 meetings, so let us call it 5-D-½.

(Thereupon, the document above referred to was marked Respondent's Exhibit 5-D-½ for identification.)

Mr. Van Arkel: Well, if there is no objection, then,

Mr. Examiner, I will offer these meetings of August 13, [942] 1947, as Respondent's Exhibit 5-D-½.

Mr. Sinsheimer: No objection, other than the reservation I made in connection with the offer of the previous group of minutes.

Trial Examiner Leff: Yes. Respondent's Exhibit 5-D-½ is admitted.

(The document heretofore marked Respondent's Exhibit 5-D-½ for identification was received.)

* * *

HAROLD GRUMHAUS was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Trial Examiner Leff: What is your full name?

The Witness: Harold Grumhaus?

[943] Trial Examiner Leff: And your address?

The Witness: 529—Do you want my home address, or my office address?

Trial Examiner Leff: Let us have your home address, please.

The Witness: 529 East Third Street, Hinsdale, Illinois.

Trial Examiner Leff: Proceed, Mr. Sinsheimer.

Q. (By Mr. Sinsheimer) Mr. Grumhaus, by whom are you employed?

A. The Chicago Tribune.

Q. What position do you hold with that company?

A. Assistant production manager.

Q. How long have you held that position?

A. Seven years.

Q. How long have you been employed by the Chicago Tribune?

A. About 15 years.

Q. As assistant production manager of the Chicago Tribune, what are your duties?

A. Well, part of them is labor negotiations, and mechanical problems, and the operation of the mechanical departments.

Q. In the course of your employment with the Chicago

Tribune have you become familiar with all of the operations of that newspaper?

A. Fairly familiar with them.

Q. Yes. Now, you stated that labor negotiations are part [944] of your duties?

A. Yes.

Q. For how long a period have you engaged in labor negotiations for the Tribune?

A. Oh, pretty near six years.

Q. Have you participated in negotiations carried on by the Chicago Newspaper Publishers Association with the Chicago Typographical Union No. 16?

A. I have.

Q. When did you first participate in such negotiations?

A. I believe it was in October, 1941, or October—well, I mean the contract that expired in October, 1941.

Q. Have you participated in all of the contracts or other negotiations between the Association and Chicago Typographical Union 16 since that time?

A. I have.

Q. Did you participate in meetings between the Association and the union which commenced about July 30 of this year—rather, July 30 of last year, 1947?

A. I did.

Q. Now, referring particularly to November 10, 1947, were you present at a meeting on that day?

A. I did not get the date.

Q. Were you present at a meeting held November 10, 1947?

A. November 10?

[945] Q. Yes.

A. Yes.

Q. Can you state who were present—or, where was that meeting held?

A. The meeting was held in the Association office.

Q. Can you state who were present at that time?

A. I believe I can, pretty closely.

There was for the union, first of all, for the international, representing the international union, were:

Mr. Randolph, Mr. Taylor, and Mr. Brown, I believe.

Then there was the union scale committee, which consisted of Mr. Pilch, Mr. Rhoden, Mr. Girard, Mr. Burns, and Mr. Rhodes.

The publishers' representatives were Mr. Finnegan, Mr. Stewart, Mr. Page, Mr. Bassett, Mr. Antrim, Mr. Park, Mr. Barnes.

I believe that was the extent of it.

The newspaper scale committee was there, which consisted of Mr. O'Keefe, Mr. Coutney, Mr. Woodard, Mr. Griffin, myself, and Tom Antim was there.

Q. Now, can you tell us what occurred at that meeting?

• • •

[947] • • • A. Well, at the beginning of the meeting Mr. Randolph re-affirmed the union's position, and took about an hour and a half commenting on the action which had been taken at the Cleveland convention. I mean by that, the adoption of the no-contract policy, and he went through step by step this so-called no-contract policy of the union.

I would like to mention at the outset of the meeting he said that he was compelled by the ITU law to try and adjust the disputes which occurred between employers and local unions, and that he was here for that purpose that day.

He commented that the situation was a little different this year than it had ever been before, and made some statement to the effect that the attitude in the cities around the country, including Chicago, indicated to him that there was a definite pattern to try and destroy the ITU.

• • •

[948] • • • The Witness: During the course of Mr. Randolph's discussion he informed us that he did not intend to eliminate the laws of the union from collective bargaining, no matter what happened.

He said he had to maintain the ITU, and that they were not going to commit suicide.

He said that if we were going to employ non-union men, no union men would work.

We attempted to inject a non-union, or if we attempted to inject non-union men, no union men would work.

If we attempted to take away jurisdiction, no union men would work.

He said, "We will not say one word if you elect to follow the Taft-Hartley law. We simply will not work."

He pointed out that conditions, the change in the conditions, would destroy the union.

He said that we had complete opposition of all the publishers, as well as of the captive unions "and we do not propose to sign any agreement without a 60-day termination clause. We asked for a continuation of jurisdiction struck [949] work and closed shop in a way that does not hurt you. There is nothing in the ITU Form P-6-A that is any different than our practices for the past 100 years. We only seek to maintain our historical rights. We are here to see if we can bargain on the same basis as in the past, without regard to the Taft-Hartley law.

> "The union are bargaining in good faith when they try to carry on past practices. Going to court is not good faith. Our conditions of employment are nothing more than an expression of past contracts, designed to preserve the union. We can beat any charge rendered by a board. As an example, we can request the National Labor Relations to de-certify No. 16, and your charges go flat."

At this point Mr. O'Keefe said that he could not understand how the great Typographical Union could be destroyed, when no other union took this position.

He pointed out that we wanted to continue with the ITU, that it was not the publishers' intention to wreck them, that wrecking them would only serve to hurt the publishers themselves.

Mr. Randolph said that the union proposed to maintain past conditions.

> "We do not seek to change them; the Taft-Hartley [950] Act has changed these conditions. The Typo Union can be destroyed by non-union men. We mean to maintain our past conditions."

Mr. Randolph pointed out that the union has no stability under a 60-day clause; if we cancel our clause on 60 days' notice, what do we have? A battle."

Mr. O'Keefe asked them why they wanted a battle, and Mr. Randolph said:

> "We must preserve our union. We will go down fighting, if we have to wreck the union in doing so. We don't have any more stability under 60 days than you do. We are not going to change our policy. We are not going any farther than we have already gone. We are not going to put an ending date on any contract, because that puts us under the Taft-Hartley law."

Mr. Randolph said that he was not asking the publishers to violate the law.

He said further:

"I will not tell you how to violate the law. If you don't want to hire a non-union man, you don't have to. I will gamble that your ingenuity will find a way, if money is involved. You don't have to hire a non-union man."

At this point Mr. Antrim said:

'Then you are not worried about hiring non-union men?"

[951] Mr. Randolph said:

"You bet I am. It will wreck the ITU, and I don't intend to do that."

Mr. Antrim said:

"If you are worried about non-union men, then why shouldn't we be?"

At that point Mr. Randolph said that the publishers had not negotiated in good faith, because we had not submitted a complete proposal.

He said:

"You don't like Form P-6-A of the 60 day clause. Show me where the law prohibits a 60-day cancellation clause, if both parties agree to it."

Mr. O'Keefe asked him:

"Are you proposing the P-6-A, Mr. Randolph?"

Mr. Randolph said that he was not proposing anything. He said further:

"You can change P-6-A, so long as it gives us the protection we need. We won't do anything to wreck the union, even if the Board orders us to do so."

Mr. Randolph said:

"We don't recognize any proposal that is not complete. We are willing to go along either way. We will discuss wages, hours, and working conditions, and operate under the long form of conditions of employment, [952] and negotiate P-6-A."

I believe that is all.

Q. Now, following the meeting on November 10, were you present at any further meetings with the union?

A. Yes, we had a meeting the next day, November 11, which I attended.

* * *

[953] * * * A. Mr. Antrim opened the meeting by tell-

ing the union that [954] the publishers had listened to Mr. Randolph's story of Monday very carefully, and were impressed with it, and believed that he was sincere in his views.

He reiterated that the publishers wanted to support the union, and they wanted the union to also know of our problems.

At that time he turned the meeting over to Mr. Bassett, who functioned as spokesman for the publishers.

Mr. Bassett complimented Mr. Randolph and the Executive Council on their frankness in stating their position. He said that he had followed Mr. Randolph's every move since the Convention, and they were pleased with his frankness in putting the cards right on the table.

He said that the publishers also wished to put their cards on the table.

He said that he thought that the American Newspaper Publishers Association, the Chicago Publishers and the National Labor Relations Board were not badgering the union.

He wondered if it was not a case of the pot calling the kettle a little black.

"The publishers certainly have been badgered in Chicago during the past few weeks by slow downs, failures to work over time."

Mr. Randolph said that he wanted it distinctly understood that the ITU intended to preserve for its members the three principles, being the closed shop, struck work, [955] and jurisdiction.

Mr. Bassett said that he did not intend to mention this, but he said:

"We were not kidding each other yesterday. You said you would retain those rights whether it is individual or collective. The objective is the same."

He said: "You have offered us three alternatives, union conditions of employment, publishers own condition of employment, if satisfactory, or the P(6)A, and if these don't work, we will have fun, as Mr. Randolph called it yesterday, whereby no union member will work."

He pointed out that the union had completely misconceived our intent, that it was impossible to believe that any group of publishers would wreck the ITU.

He said further:

"It is fantastic, law or no law, if we wanted to wreck

the ITU we could have tried long before this. Collective bargaining is here to stay."

He told him that he was fighting a law which prevents us from going all out as heretofore. He said:

"We will make a proposal to you later this morning that we are not trying to wreck your union. We know that no statute will make you bargain collectively. We don't want you to bargain on this basis. We want you to bargain with us because you want to bargain."

[956] Q. Whose statement are you reading now?

A. Mr. Bassett's. Then—and this is Mr. Bassett continuing:

"We don't give a damn about utilizing the law to make you bargain."

He pointed out that:

"P(6)A is not in conformity with the law. It is collectively drawn for a specific purpose. You don't want liability so you seek to impose it upon the publishers. You cannot superimpose your ITU laws on the laws of the United States. We in the press field, and you along with it, have a responsibility to the public. Your program requires the end of the era of collective bargaining.

"Your union has become great by collective bargaining. If this is an end to that era, what would happen to you? I wish you would weigh that before you abandoned the idea of collective bargaining agreements.

"What does your good faith mean? The ITU and local unions have lost control of the composing rooms during the past two weeks. Is that the good faith you ask us to look forward to? You are asking us to take all the risks and you won't take a gamble. Following your program would mean a loss of collective bargaining agreements with our other crafts, captive unions as you called them yesterday. We think your program is all wrong. We think the problem [957] could be worked out to our mutual protection, if you would want to come part way across the table.

"You say you must preserve your union. We feel just as deeply that we must preserve our properties. We don't want to have to use laws to get security. We want to sit down to try to work out mutual problems.

"You want us to preserve your three principles and leave us holding the bag. You are fighting the law, and in doing so placing us right square between the nutcracker.

"We have tried all methods and discarded many of them because they were illegal."

Mr. Randolph said:

"At no time have we said we intend to violate the law."

He then read an excerpt from the Convention proceedings, and he said:

"We avoid any condition which might make it necessary to violate the law."

Mr. Randolph said further that any policy or plan adopted in Chicago would have to be adopted by both branches of the trade in all cities.

He said: "We are aware of the court's authority, and intend to meet the legal responsibilities. In making commitments we ask you only to share a small portion of it. We are not trying to return to prehistoric practice. It [958] just happens that this is a means of preserving our historic rights."

Then Mr. Randolph said:

"You are asking for a preservation of your rights, but in so doing you are asking us to give us four of the five objectives we now receive. We now have the closed shop, the struck work clause, jurisdictional understanding, and no contract. This fifth point is wages which you say you will not give up unless we sell our souls.

"We are not going to permit a bargaining table to take away from us the things that have made us the strongest union in the world. The courts may take them away, and then we can holler like hell. If we give these rights away the Taft-Hartley Law will be a success and we will have to live with it. We cannot holler until we are hurt."

Mr. Bassett then asked Mr. Randolph:

"Why do you have to penalize your friends to get at your enemies?"

Mr. Randolph said:

"We do not tell an employer he is an S. O. B. We try to make a satisfied employer out of him and have the stamp of uniformity and fairness to all, which is the

traditional precept of the ITU, and is a matter of principle which is the very heart of the ITU."

After a little further discussion Mr. O'Keefe submitted [959] the proposal which I believe was referred to as the Garrison proposal.

Then there was some discussion.

Q. Just a minute, please.

Referring to Board's Exhibit 10-DD, is that the proposal which you refer to as the Garrison proposal which Mr. O'Keefe submitted?

A. Yes, it is.

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A. Following the submission of this proposal, Mr. Garrison commented by explaining that by deleting the reference to the closed shop and struck work the union is free of any suit for damages as a result of a breach of contract in the event any such arise.

Mr. Randolph said that Section 52, which refers to the section in the proposal, said that if we are to exercise our prerogatives under that section we are hooked by the fact that we cannot cancel our entire agreement.

Mr. Randolph said that struck work is not out of the contract when you accept ITU law because ITU law includes struck work, and he said further:

[960] "We are not going to take it out of the ITU law."

Then I believe that Section 5, or Article V of that proposal had to do with union—

Q. I refer you to the proposal. (Handing document to the witness.)

A. Yes. Section 5 provided that only members of the union would be employed as foreman.

Mr. Randolph made this statement:

"Putting into a contract the fact that the union foreman must be a union man is contrary to law. At the outset the foreman is pledged to hire only non-union men. A non-union man could say he was discriminated against."

He also pointed out that this fact also covered under the ITU law.

At that point we adjourned for lunch.

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Q. Will you state what occurred at the afternoon meeting then?

A. Mr. Randolph opened the meeting by explaining that the [961] Exectuive Council members were here at Mr. Randolph's request, that they were not here as a bargaining agent, either for the ITU or the CTU; that they were there for the purpose of adjusting the deadlock in accordance with International laws; that they were there to adjust differences between the Chicago Typographical Union No. 16 and the Chicago Newspaper Publishers Association, and that whatever he said here was only for the purpose of being helpful, that he had no authority to accept any offers, that he only had authority to try to be helpful to the local bargaining agent of the Chicago Typographical Union.

At this point Mr. Brown said that the publishers' proposal was not a proposal, because it did not include money.

Mr. Randolph said that it was an effort on the publishers part to make a contract that would be irrevocable for a definite period of time, and it was wholly unacceptable to the union, as it meant a complete surrender of their position.

He pointed out that the alternative deleting the closed shop, struck work and other features like that, were not too objectionable, but he would not recommend a contract for any definite period of time.

At that point he proceeded to discuss and explain the conditions of employment long form.

[962] He read the preamble, and made some comments and pointed out that the responsibility that the union had to enter into a contract just was not in the cards, that you cannot enter into a contract unless both parties are agreeable.

"We set out at the outset to deny any responsibility which the contract would impose on us. The first page of P(6)A could be attached to the present contract, the present contract corrected and amended, and we would have an agreement."

Mr. Randolph stated:

"The responsibility of the ITU is behind conditions of employment."

He said:

"What more responsibility do you expect? You don't like conditions of employment, so you have prepared for

you an agreement P(6)A, with a sixty day termination clause. We will take a chance with you for sixty days, but we cannot tell you why we strike, so when the sixty days are over we then will make our price a little higher."

Mr. Randolph also said:

"There is more stability under conditions of employment than under P(6)A."

Mr. Field asked how the ITU could keep men on the job.

Mr. Randolph said:

"Our present agreement does not prevent men, or did [963] not prevent men from leaving the job."

Then he pointed out that the union had tried to write language that would free them from the law, and immediately that language was attacked.

Mr. Finnegan pointed out that the union had no responsibility, but the men have, and he wanted to know how they could keep them on the job.

Q. Mr. Grumhaus, I think if you will take it a little slower, the reporter will be able to get it a little better.

A. Mr. Randolph pointed out that a man with priority is not going to quit for a trivial reason.

Mr. Finnegan asked what obligations the union had under conditions of employment. He said:

"If the obligations are on the individual members, how does the union justify speaking for them?"

Mr. Randolph said:

"The union will see to it that the members will live up to the conditions of employment."

Mr. Finnegan asked:

"How can the union make them live up to the conditions when the phrasing says that any member can quit any time he pleases?"

Mr. Randolph said that that was the Taft-Hartley language. He said further:

"The ITU will function as in the past."

[964] Mr. Randolph then went on to say that the men were obligated to work under the conditions prescribed by the union. He said further:

"We have a long history of stability in the ITU. The ITU would police conditions of employment, just as they have policed contracts."

Then he was asked if disputes arose of conditions of employment form how would they be settled?

Mr. Randolph said that the employer could call upon the ITU to interpret the local union's obligations.

Mr. Finnegan says:

"But you said you had no obligations."

Mr. Randolph said:

"That is right. We can have no obligations under the Taft-Hartley Law, but we will still have our ITU. The ITU is behind conditions of employment. The ITU is not behind P(6)A and will not accept one ounce of liability or obligation under P(6)A."

Mr. Randolph continued and pointed out that:

"The union does not accept any obligations in writing under conditions of employment, but when the men work they are fulfilling the obligations."

Mr. Bassett said:

"As I understand it there is no obligation for an individual to comply with conditions of employment. At [965] what point would a desire for more money prompt men to work? IF men stopped work how could the ITU maintain status quo, particularly since they would not maintain normal production during the past two weeks?"

Mr. Randolph said that:

"Status quo conditions are maintained because members cannot strike unless authorized by the Executive Council."

He said:

"We don't like to see slow downs occur, but sometimes we cannot help it. In the commercial field last fall we had to resort to tactics that we don't like. A union sanctioned slow downs. It is the first time in history that we have had to resort to these tactics and we hope we will never have to do it again. We were in a war and we had to win."

Mr. Bassett said:

"That procedure, plus our experience during the past two weeks, does not give us too much confidence in the policing of the ITU. Members should work overtime if necessary to get out a paper."

Mr. Randolph says:

"We try and furnish printers to keep up with the demand. I don't know what the local situation is, but it is probably due to restlessness on the part of the men."

Mr. Randolph also stated that a local union could [966] not change conditions of employment unless and until the changes were approved by the ITU.

Mr. Randolph said that:

"The P (6)A is not a 60 day contract. It can be terminated on sixty days notice. The union would want to cancel it if the three cardinal sins were committed, or if they needed more money.'

At the conclusion of that meeting that day, he said that he did not recommend P(6)A to the publishers, that he recommends conditions of employment which were honestly compiled.

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[968] • • • Q. These forms, that is, Board's Exhibit 7-J, and Board's Exhibit 10-M were presented by the union to the employers for the Association at previous meetings, were they not?

A. Prior to the November meetings, yes.

• • •

[969] Q. Now, following the meeting on November 11th, did you have any further meetings with Mr. Randolph and the union?

A. Our next meeting was at two o'clock P.M. in the Association Office on November 12th.

Q. And were the same persons present?

A. The same people were there.

Q. What happened at that time?

A. Well, at the beginning of the meeting Mr. Garrison pointed out to Mr. Randolph at the close of the meeting on the previous day they had not indicated acceptance of alternate section 51 of the Garrison proposal. He said: "But you did not definitely comment on the proposal in its entirety. Would you care to do so now?"

Mr. Randolph said:

"Well, yes, it is not acceptable. We can discuss it further, if you wish, but I question the wisdom of it."

Mr. Garrison said:

"What is your objection to it?"

Mr. Randolph replied that it was a poor gamble. He said:

"You had asked us to give up four objectives which we now have to get a fifth.

Mr. Finnegan asked if there was any middle ground which we could explore.

Mr. Randolph said:

[970] "I know of no other way. We have given our position so much thought that we see no other basis of procedure on a written basis, excepting a condition of employment form or P(6)A. Perhaps you employers can come up with something. I doubt it. We now have four objectives. Our sole remaining objective is wages."

Mr. Finnegan stated:

"Yesterday you startled me by your explanation of the words on the conditions of employment form, that the union assumed no obligation either on the local or international level and the men had no obligations.

"I was also disturbed by the fact that the men had a right to quit their jobs as they pleased."

Mr. Randolph said that that was true.

Mr. Finnegan said if that was true:

"In my forty-seven years of experience I was not conscious of it, and never saw it practiced until two weeks ago, and when the men quit their employment temporarily and left the paper stand, causing the Sun to be late."

Mr. Pilch said he had investigated this point in view of the statement which was made yesterday and he finds that the men did not quit, that they simply went to lunch at the stipulated time.

Mr. Finnegan said they were asked to forego their lunch and get the paper out as they had done on previous [971] occasions.

Mr. Pilch replied that they were not asked to stay on the job.

At which point Mr. Finnegan commented that:

"That is just one of the points I am speaking of. The union accepts no obligations."

Then Mr. Finnegan commented on the Wagner Act and the Taft-Hartley Act and pointed out that they were purportedly designed for industrial peace and yet the union had accused the employers of having gone to Congress.

He said that:

"We were searching around to see if there was any area by which we could discover any other means or methods of resolving our differences other than by the process of law."

He proceeded to read a letter which had been published or put out by the Chicago Federation of Labor entitled: "Industrial Peace Plan."

He pointed out, and he said:

"Our purpose, Mr. Randolph—" this is Mr. Finnegan —

"Our purpose, Mr. Randolph is to get our problems into the hands of a body which cannot by any degree be regarded as a union busting organization. We feel it is an honest and sincere effort on our part to maintain industrial peace. This offer has come out of this room. No other publishers know about it. The American Newspaper Publishers Association [972] does not know about it. The Chicago Federation of Labor does not know about it.

"We realize it is an unprecedented proposal, probably one that no other group of employers would take, but we are willing to take a verdict from one of your own group. [973] They submitted this proposal to refer the matter to the Chicago Federation of Labor.

Mr. Randolph read the proposal aloud, and then there was a short recess.

Upon reconvening, Mr. Girard said that he was familiar with the matter on the Sun-Times, as he was a member of the committee. He said that the men are privileged to quit, and pointed out that many of the new Sun chapel members had quit. He said if the men walked off the job it was the fault of management. When situations are given out a designated lunch period is established, and these lunch periods were not changed.

He said:

"There is no justification to say that the men walked off the job. They were not requested to stay on the job."

He accused the Publishers of not having shown good faith at our scale meetings.

Mr. Finnegan pointed out that the men had worked overtime in the past when the paper was not locked up by five-thirty.

Both Mr. Girard and Mr. Rhoden criticized the scale committee for not having attempted to settle prior to August 22nd by accepting Form A.

Mr. Randolph said that he had given the Chicago Federa [974] tion of labor proposal lots of thought and he wanted to answer it in writing.

Then he raised a few questions on the intent of the various paragraphs. He wanted to know why we included the obligations of each.

Mr. Garrison said:

"That is what a contract is for."

Mr. Girard said:

"We are negotiating a contract for No. 16. How does the Chicago Federation of Labor get into this?"

* * *

In commenting on the proposal, Mr. Randolph said:

"I am not prepared to tell you what I think of this proposal, but I guess you can think. Anyone familiar with No. 16 knows we will not arbitrate a succeeding agreement or a wage scale.

"I tell you we won't go for it. Do you mean to tell me you would take the risk of the Chicago Federation of Labor saying, 'You don't have to have a contract?'"

[975] Mr. Garrison said:

"We are willing to take that risk."

Then Mr. Randolph said:

"Then we must beware. If you are willing to take that risk, we must watch out."

Mr. Garrison said:

"Would the elimination of the arbitration procedure make it more acceptable?"

Mr. Randolph said:

"There is only one place where arbitration won't work, and that is in the ITU. We don't take side roads. You will learn more about us, Mr. Garrison, as times goes on. We are trying to be honest with you. There is one question we are trying to resolve. We have our four objectives. We must settle the fifth. We will not leave money to be settled by the Federation. It would ruin you.

"The principle you asked the Chicago Federation to resolve is more important to us than money. Their decision would ruin us. They don't understand our problem."

Mr. Bassett asked:

"Is there any way out of this thing besides the program you have laid down?"

Mr. Randolph said:

[976] "We are here to try and work it out with you. You have submitted two attempts, but neither of them gives us any protection."

Mr. Finnegan said:

"I have concluded in the past five minutes that you, Mr. Randolph, are as confused as we are."

Mr. Randolph said:

"I know the labor side. If we were to give you friendly advice I would say don't ever offer or propose that the C. F. of L. decide an issue again."

Mr. Bassett said:

"You speak of the trust we should put in you, yet you will not put one iota of faith or trust in us. We are sincere. We are past the era where one side dictates the terms."

Mr. Randolph said:

"Where in a contract could you specify that union men refuse to work with non-union men?"

And he explained that they had tried to write it. He said:

"Now you try to write it. You owe that to us in view of your criticism."

Mr. Randolph further said:

"Either you don't want to protect us, or you are unable to write a contract that will protect us."

* * *

[977] * * * Q. Following that meeting were you present at any further meeting, with Mr. Randolph or the union?

A. The next meeting, I believe, was held at two oclock p. m. on November 13th, which I attended.

Q. And where was that?

A. At the Association office.

Q. Were the same people present?

A. To the best of my knowledge, yes.

Q. What occurred at that time?

A. Well, at the opening of the meeting Mr. Pilch read the ITU Executive Councils reply to the Publishers' letter, [978] offering to refer the matter to the Chicago Federation of Labor for determination.

I mean, it was the Publishers' letter that had proposed letting the Chicago Federation of Labor determine that point.

Mr. Finnegan raised the point in connection with the letter in which he repeated that:

"Normal production has not been resumed at the Times."

He said that twenty-three men had refused to work overtime that day.

Mr. Girard pointed out that the men had a right to refuse to work overtime, if they choose.

Mr. Taylor asked if the Times was the only paper so affected.

I replied that in my opinion the same situation prevailed on all the papers. I know it at least prevailed on the Tribune.

Mr. Girard gave a long talk on the failure of the Publishers to try and settle, and saying:

"Not once have the Publishers come forward with a wage offer. That is the only thing holding us apart."

Mr. Finnegan said he was more disturbed than ever over the union's position when the committee seemingly could not require the men to work overtime even today.

Then Mr. Randolph said he would not ask the men to work [979] overtime against their wishes, unless and until the wage question was settled.

Following a little more discussion, Mr. Garrison pointed out that the Publishers were trying to work out some arrangements to give both the Union and the Publishers some degree of protection and stability, but every time they came to some conclusion they were confronted with the Mailers' situation.

At this point it was pointed out that the Publishers believed that they had found an answer to our mutual problem, in so far as the printers were concerned, but were very fearful of the application to the Mailers.

The Mailers, as you know, are 90 per cent unskilled, and the manpower supply is therefore quite a problem. The week-end demand even with men working overtime places us in a very bad position in so far as the closed shop is concerned.

Another problem is jurisdiction. A matter is pending right now on the matter of jurisdiction.

Mr. Randolph said:

"The matter of jurisdiction over work will in the final analysis be settled by the ITU."

He said:

"You are looking over the hill. Why not let the future take care of itself?"

Mr. Garrison told Mr. Randolph that the Publishers found [980] themselves in the same position as the union did, that Mr. Randolph had said that the settlement made in one city would be a pattern for all cities. Garrison said that similarly the Publishers felt that the settlement made with the Typographical Union would establish the pattern for the Mailers.

At that point Mr. Randolph was asked:

"In the event you have prepared conditions of employment, or P-6A, were these forms the same for the Mailers as for the Printers?"

Mr. Randolph replied that they were identical for all locals, be they Mailers or Printers.

After a little more discussion, Mr. Garrison proposed the proposal that was labeled this morning as the Woodard Proposal.

Q. Now, are you referring, Mr. Grumhaus, to a document which is in evidence as Board's Exhibit 10-HH? (Handing document to witness.)

A. I am.

Q. And what occurred following the presentation of Board's Exhibit 10-HH?

A. Well, there was some discussion as to whether that proposal was satisfactory.

Mr. Brown pointed out that an answer either yes or no would make a perfect amendment to the Publishers National Labor Relations Board charges.

[981] Mr. Knight asked Mr. Randolph if he would accept our proposal, if it were tied up with a wage offer.

Mr. Randolph said:

"We might turn this down and continue to talk wages."

He said:

"We had better start talking money. We are not going to agree to anything until we agree on the whole package. We better meet tomorrow and start talking wages."

Mr. Garrison said that:

"My personal opinion is that we are entitled to know the framework under which we are to operate. If we discuss wages you will put them in your Conditions of Employment."

Mr. Randolph replied that under the Taft-Hartley Law we only regarded a proposal as a complete proposal. He said:

"We don't want to put the ITU in the position of being accused of a claim that the Local and the Publishers came to an agreement and had it upset by the ITU."

That is all I have on that meeting.

Q. Now, when this form, or proposal, Board's Exhibit 10-HH, was presented, was it also stated that some solution of the Mailers' question should be effected?

A. That is right. The feeling was that this proposal [982] just referred to might function satisfactorily with the Printers, but it was fearful that the same proposal could not be applied to the Mailers, and therefore there were certain questions, or certain points where they wanted an understanding that the Mailers' case could be worked out separately and independently from that proposal.

Q. And was that stated to the union at the time that Board's Exhibit 10-HH was presented?

A. I was of the impression that it was.

Q. Now, was any other proposal, that is, the Garrison Proposal; the Chicago Federation of Labor Proposal; or any other proposal of the Publishers tied up in any way with respect to the Mailers?

A. None whatsoever. That is, none other than the last one.

* * * *

[983] * * * Q. (By Mr. Sinsheimer) After presenting the proposal and Boards Exhibit 10-HH, was it also stated by Mr. Garrison that the Publishers would be willing to discuss any proposal with respect to framework?

A. Would you repeat that, please?

* * *

The Witness: Well, the position of the Publishers all through the meeting was that they were perfectly willing to discuss wages, hours, and working conditions, or any other points of a contract, so long as there would be an indication or understanding that those points could be incorporated in a contract which would be within the law and of reasonable duration.

Q. (By Mr. Sinsheimer) Now, by "framework," will you state what you mean?

A. Well, I think it probably would be repetitious, but my understanding of framework is that any matters agreed to would be incorporated into a written contract, or into an agreement. Have I answered your question?

Q. Do you mean any agreement, or a legal agreement?

A. Any legal agreement. I would like to add to that: Of [984] reasonable duration.

Q. And what have been the normal duration of contracts in the newspaper industry?

A. How far back do you want to go. I would say in the ten years from one to three years.

* * *

Q. Now, following this meeting, did you have any further meetings with Mr. Randolph or the union?

A. We had another meeting the following morning, on November 14th.

Q. Where was that held?

A. It was held at the Association office and got under way at about ten a. m.

Q. And were the same people present?

A. I believe all of the same people were present.

Q. What occurred at that time?

A. Well, Mr. Randolph had made some remark about how much money will you offer us, and so forth, and Mr. Garrison said:

If your question was a question, we must say to you we will make no wage offer unless you first agree to accept or reject our proposal, and unless the Mailers' situation can be solved."

[985] Mr. Randolph said that:

"We cannot and will not agree to any point until we agree on all points. We will not agree on any framework until we know all the items that make up the complete proposal. If that is your position we may as well fight on that basis.

Mr. Garrison said:

"That is our position exactly. We have no intention of going any farther. We have made our final proposal."

Mr. Randolph said:

"You are familiar with our instructions to our locals. We don't want to be arbitrary, but we are not going to give anyone an opportunity to sue us on the basis of agreeing to certain conditions and disagreeing on others."

Mr. Garrison said:

"Mr. Randolph, I don't understand your position. You discussed P-6A with us, with the idea of our accepting P-6A as a framework, did you not?"

Mr. Randolph said:

"Yes, that is correct, but you will not agree to our framework. The law requires us to consider any proposal you make, but we do not have to agree to it."

Mr. Garrison said:

[986] "What earthly use is there to discussing parts of a contract unless we know there is going to be a contract?"

Mr. Randolph said:

"You magnify the necessity of a contract; we magnify the necessity of money. You are going to print papers with money, but you are not going to print papers with contracts. I can't make it any plainer. You are not bargaining in good faith when you do not submit a complete proposal.

Mr. Garrison said:

"You are refusing to consider our latest proposal. If the Publishers will accept P-6A would that be the framework you would agree to?"

Mr. Randolph said: "No. We won't agree to P-6A unless you give us a money offer."

Mr. Garrison said:

"For fifty years or more you have negotiated on the principle of a framework and then discussed wages."

Mr. Randolph replied:

"In years gone by it has made no difference."

At that point he also again pointed out that: "We are not the bargaining agent." That he was there to try and get a proposal for Local 16.

He said:

[987] "Give us a proposal and we will submit it to the local union for a final vote."

He also said that:

"We have just as much right to insist upon talking about money as you have to talk about a contract. We

don't need a contract; we need money. After four days you have still not offered us money."

Mr. Knight said:

"Mr. Randolph, you asked us to try and come up with some form of an agreement which would protect you under the law. We had no thought of this being a complete proposal."

Mr. Randolph said:

"That is correct. I appreciate your efforts, and will say that it has a better chance of passing than your first proposal.

"Our position is that we will discuss any and all items, but we don't have to agree on any of them. We are complying with the law. You are not when you insist upon agreement and discussion of only one point."

Then Mr. Randolph further said, or rather, Mr. Knight asked this question:

"If the situation were the reverse and we decided to submit an entire proposal, what assurance would we have that you wouldn't lift out wages and put it in [988] Conditions of Employment?"

Mr. Randolph said that:

"The right to strike or lockout still exists. It has always been fundamental in this country."

Mr. Knight said:

"You are stating in effect you will lift a wage agreement from any proposal and post it?"

Mr. Randolph said:

"What difference does that make? We might even decide to increase the amount. It has been done all over the country."

He also said that:

"Regardless of whether you offer something or not, the union will determine what they will work for, and post the short form. If you don't give us an idea of the wage you are willing to pay, we will have to take the risk of guessing what is in your minds."

Mr. Randolph then went on:

"You say you will not make a wage offer because we might put it in our Conditions of Employment. Wouldn't it be better to have a meeting of the minds on the amount of money to be inserted in the Conditions of Employ-

ment? Conditions of Employment are nothing more than a continuation of existing conditions."

Mr. Randolph said:

[989] "If you want to get along on a contract basis you will have to propose an entire contract. If you want to get along on Conditions of Employment tell us the money you have in mind."

Mr. Garrison said:

"We seem to have reached a fundamental impasse."

Mr. Randolph said:

"I heard no offer yesterday that your proposal of yesterday was conditioned on acceptance."

Mr. Garrison said:

"Let me put it this way: When we served you with our proposal you suggested we talk wages, and I told you we would not discuss wages until you stated your position on our proposal."

Mr. Garrison then brought up the Mailers problem again just before we adjourned for lunch.

Mr. Randolph said that:

"If the union has to agree upon the framework of a contract before we can discuss wages, there will be no point in discussing the Mailers' problem."

He said they were not going to agree on a framework of a contract.

* * *

Q. Now, you had another meeting after lunch, is that right?

[990] A. Yes.

Q. That was on the afternoon of November 14th, is that right?

A. That is right.

Q. And at the same place?

A. Yes.

Q. Now, will you state what occurred at that time?

A. Mr. Antrim was functioning as spokesman for the Association at that point, and he told the union that the Publishers had carefully canvassed the situation during the lunch period, and that they were at a complete loss to know of anything further they could do to resolve the situation.

Mr. Randolph said:

"Do you mean you are refusing to negotiate?"

Mr. Hamilton said:

"To make it simple, before we can talk about the contents of an agreement we must have an assurance that the framework of an agreement must be determined before the contents of that agreement can be resolved. We have tried and gone a long way in an attempt to establish a basis for a framework from which to work."

Mr. Brown said:

"The Publishers have taken the position they are not going to submit a complete proposal."

Mr. Hamilton said:

[991] "Let me say that we have submitted two methods which we thought would serve as a basis for bargaining."

Mr. Randolph said:

"We are not a bargaining agent under the Taft-Hartley Law, but we are here in compliance with our ITU laws."

Mr. Randolph said:

"We are deadlocked. The Publishers will not submit a complete proposal."

At that point it was pointed out that the Publishers had submitted a complete proposal when they submitted the Garrison proposal.

• • •

[993] • • • *Cross Examination.*

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[994] • • • Mr. Van Arkel: All right. I will have marked as Exhibit 6 Mr. Grumhaus's notes on the meeting held on Monday, November 10th; as 6-B, the notes of November 11; as 6-C, the notes of November 12th; as 6-D, the notes of November 13th, as 6-E, the notes of November 14th; as 6-F, the notes of November 14th.

(Thereupon, the documents above referred to were marked Respondent's Exhibits 6-A to 6-F, inclusive, for identification.)

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[995] • • • Trial Examiner Leff: 6-A to 6-F are received.

(Thereupon, the documents referred to, previously marked Respondent's Exhibits 6-A to 6-F inclusive for identification, were received in evidence.)

• • •

Q. (By Mr. Van Arkel) Mr. Grumhaus, in the course of the negotiations that your committee had with the Executive Council and the local committee of the International Typographical Union, did any spokesman for the unit make it clear that they did not ask the publishers to enter into any agreement which might contain illegal provisions?

A. Did the spokesmen from the union make it clear?

Q. Yes?

A. That is right, I believe that is the case.

Q. Was that statement made more than once?

A. I think the statement was made that "we do not ask you to violate the law."

* * *

[996] * * * Q. The union at no time while you were present in these [997] meetings made any request for a closed shop clause, did they, in any agreement?

A. Not directly, no.

Q. Did they at any time state that they were not asking a closed shop clause in an agreement because that would be illegal?

A. They said that—I think I can answer that yes.

* * *

Q. Now, in the meetings that you had with the Executive Council specifically, was much time devoted to pointing [998] out what, if any, conditions in the P6(a) form the publishers considered to be illegal?

A. I think the publishers' spokesmen took the position that P6(a) was designed to circumvent the law and the conversation went along that angle.

* * *

Q. But to return to the words "clearly illegal," Mr. Grumhaus, did any representative of the publishers during any of the negotiations at which you were present state that any of the clauses which the union presented were [999] clearly illegal?

A. Well, you have got to—you are talking about P6(a)?

Q. Well, I am talking about any proposals advanced by the union?

A. Well, the publishers' position was this: that P6(a)

was designed for the purpose of circumventing the law, it was designed for an illegal purpose.

Q. As a whole?

A. Pardon?

Q. As a whole?

A. As a whole, yes.

Q. So that I take it from that answer that you mean that the publishers were not prepared to say that any particular clause of that form was illegal?

Mr. Sinsheimer: Object.

Trial Examiner Leff: Overruled.

The Witness: I honestly don't remember any specific conclusions on that point.

Q. (By Mr. Van Arkel) So that would it be correct to say that at most the publishers felt that there was some doubt about the legality of the clauses in the P6(a) form, but were not prepared to go further than that?

A. The publishers considered P6(a) as it was presented and that was in its entirety. It was not—the point in there, the fundamental points of it were not subject to [1000] negotiations so that there wasn't too much discussion as to individual points. It was discussed as it was presented, and that was as an entire package.

Q. So that I take it from that, that the feeling of the publishers was that P6(a) was to be rejected as a whole?

A. Well, that is the way it was presented.

Q. And that was also the way in which it was rejected, was it not?

A. Yes.

Q. And at no time would you say, did the publishers make any effort to point out to the union any specific clauses in P6(a) which they thought were illegal?

A. May I refer to P6(a)?

Q. Oh, yes.

Trial Examiner Leff: Surely.

A. I think the general view of the publishers was that several of these clauses might impose illegal conditions upon the publishers.

Q. Were those specific conditions pointed out?

A. Yes, I think this section, here, which says, "The party of the first part recognizes that the party of the second part cannot compel members to work with non-union printers and apprentices, and therefore agree that

any refusal by its workers to work with non-union employees should not constitute a breach of this agreement."

[1001] Q. Now, your objection to that, I take it, was that there was a possibility under the operation of such a clause that the publishers might be subjected to some liability, was it not?

A. Our objection to that, as I recall it, was that it was imposing a closed shop on the employer and at the same time imposing upon him the liabilities that might develop under the law.

Q. Now, is there anything in that clause which requires the publishers to hire only union men?

A. No.

Q. Is that your understanding of what a closed shop agreement is?

A. The way we feel about this clause is that if a non-union man was hired or if a condition developed where you couldn't avoid hiring a non-union man, you were left with the choice of either refusing to hire that man and being guilty of an unfair labor practice or hiring him and possibly losing the union employees in your shop.

Q. You don't dispute the fact, I take it, Mr. Grumhaus, that individual union members do have the right to refuse to work with non-union men, do you?

A. I do not.

* * *

[1005] * * * Q. From your observation of these negotiations, Mr. Grumhaus, would it be accurate to say that the union indicated a willingness to release from any proposals which it made any clauses which could be shown to be clearly illegal?

A. Well, they deleted many clauses in the conditions of employment.

Q. They deleted them?

A. Yes.

* * *

[1007] * * * Q. (By Mr. Van Arkel) Was the attitude of the union during negotiations such, Mr. Grumhaus, that you felt they were willing to drop from any proposals they made clauses which could be shown to be illegal?

A. You see, what confuses me with your question is that there was no proposals submitted that had any clauses in them that might be termed illegal. Your condi-

tions of employment made no reference other than the fact that the men didn't have to work with non-union—or they could quit work when they wanted to, they could—if they didn't like the type of work that was coming in, they didn't have to handle it, so I don't see where your question has a bearing on our particular negotiations, if I may say so.

Q. I was thinking particularly, of course, of Form P6(a), whether or not upon the showing of clauses that were illegal the union's attitude was such that they probably would drop them?

[1008] A. We didn't have too much discussion about P6(a) with the local committee.

• • •

[1009] • • • Q. (By Mr. Van Arkel) Did their attitude indicate a willingness to drop clauses which you said were illegal?

A. They said that they would not want us to enter into a clause that was illegal, but who was to determine whether it was illegal, whether it was the union or the publishers, was the question of discussion.

Q. Yes. In any event, I would take it from that that the union's attitude was one of also wanting a lawful agreement, was it not?

Mr. Sinsheimer: I will object to that question. Now, I think that the proper method of examining this witness would be to find out what the union representatives had to say.

Trial Examiner Leff: I will allow that question if you alter it to use the words "expression of attitude," rather than just "attitude."

Mr. Van Arkel: Very good.

[1010] Q. (By Mr. Van Arkel) Did the union express an attitude of also desiring to reach a lawful agreement?

A. You see, what confuses me with your question, Mr. Van Arkel, is that the union's attitude during practically all of the discussions that we had, was that they were not going to live up to the Taft-Hartley law—strike that. "Live up"—they were not going to abide by the Taft-Hartley law. They were going to ignore it. Pardon me. I mean, they were not going to violate it, but they were going to ignore it.

• • •

[1011] * * * Q. (By Mr. Van Arkel) Did the union, during the course of these negotiations, express an attitude that they, like the publishers, desired to reach a lawful agreement?

A. They said that they were going to live up to the law.

Q. Now, would it be correct to say, Mr. Grumhaus, that the great bone of contention between the publishers and the union during these negotiations was the duration of any agreement?

A. I wouldn't say so.

Q. What do you think was the principal problem?

A. Are you referring now to P6(a)?

Q. Well, I am trying to summarize the negotiations as a whole in your mind; if I can.

A. Well, I think the problem was that the publishers felt that the ITU policy was designed for the purpose of circumventing the Taft-Hartley law and the publishers did not want to be put into the position of carrying the obligations of that law or having any obligations imposed upon them, and they thought, in line with practice for many, many, many years, [1012] to obtain a contract that our attorneys felt was within the law and of reasonable duration.

Q. So that those—Were there, then, two factors that were the stumbling blocks, one, the lawful contract, and, two, the question of its duration?

A. Duration was only one of them. I mean, in the negotiations, the publishers had the choice of accepting conditions of employing or accepting P6(a).

* * *

[1013] * * * *Redirect Examination.*

Q. (By Mr. Sinsheimer) I believe you testified, in effect, Mr. Grumhaus, that the union never asked for a closed shop clause directly, is that right?

A. That is right.

Q. Now, did they ask for a closed shop by some clauses that might indirectly, in your opinion, accomplish that?

A. Well, in my opinion, conditions of employment was an indirect means of maintaining the closed shop, and also Section E was an indirect method of imposing the closed shop.

Q. That is, Section E of—
A. —of P6(a).

[1018] • • • WORTH COUTNEY called as a witness on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Trial Examiner Leff: What is your full name?
The Witness: Worth Coutney.
Trial Examiner Leff: Where do you live, Mr. Coutney?
The Witness: I live at 220 South Euclid Avenue, Oak Park.
Q. (By Mr. Sinsheimer) By whom are you employed, Mr. Coutney?
A. By the Chicago Herald-American.
Q. How long have you been employed by that newspaper?
A. Two years this coming week.
Q. What is your position with the Chicago American?
A. Business manager.
Q. Have you been business manager for the past two years?
A. Yes, sir.
Q. Prior to working for the Chicago-American, did you work for other newspapers?
A. I did.
Q. What newspapers before the Chicago American?
[1019] A. Well, I was at Scripps-Howard for twenty-five years, nineteen of which were spent in Toledo, Ohio, five in Cleveland, Ohio, and then I went back to Toledo, as general manager of the Toledo Blade for two years, and came here in 1945.
Q. Now, as business manager of the Chicago American, are you familiar with the operation of that newspaper?
A. To some degree, yes, sir.
Q. Are you acquainted with the matter that is known as bogus
A. I am fairly familiar with the bogus.
Q. Will you explain what the term bogus means to you?

A. Well, bogus—what the term means to me?

Q. Yes.

A. Well, bogus matter, is matter or material which the newspaper is required to process or to set in type or process, and it is material which has previously been set and which is required to be set again before it is published, or to be reset again without publication.

Q. Now, at the Chicago American, do you have any matter which is normally called bogus?

A. Yes, sir.

Q. Will you describe what that matter has consisted of?

A. Well it consists of that matter which is subject to reset under the conditions and terms of your current contract with the union, of the contract with the union.

[1029] Q. Now, have you had such matter under the contract with the union, that is, the contract of October 21, 1946, to October 21, 1947?

A. Yes, sir.

Q. Can you describe the process at the Chicago American as to how and what matter is handled as bogus matter?

A. Well, Chicago Herald-American for some months past, at least, the man who has been responsible for bogus, was the man who operated our proof press, and he determined all that matter which came to his attention because he either proofed it on the proof press each day, that matter which under the contract would be considered as bogus matter, and he took the proofs of this matter, either the proofs that he considered to be bogus, or he took from the paper a tear sheet which contained the advertisement which was to be reset, and placed those in an envelope for that particular day; and after doing that, it was submitted to the superintendent or foreman, who checked it over to see that all was in order, or that it came under the contractural provisions that pertained to bogus mats.

After that it was marked up, which means that it was scheduled for reset or scheduled for processing in the composing room, and from that point on, that copy was handled exactly like any other advertisement.

First of all, it was given to the hand men and from [1021] there it went to the machine operators, and it was

finally proof-read and corrected in accordance with the terms of the bogus provision in the contract, after which it was, in this instance, subject to the scrutiny of Mr. Feller, or the chapel chairman, who decided that it had been set in accordance with the contract, and then it was destroyed.

Q. That is, the plate was—

A. In most instances the material of the type was destroyed unless it was an ad which we considered a pickup.

A. Well now, what is an ad that you considered a pickup?

A. Well, a pickup doesn't necessarily pertain, as I think about it, to strictly advertising. A pickup is material that has been used and it has been saved and it is re-used at some other time. Pickup may be a material applied to editorial matter that is used in one edition, not used in the subsequent edition and may be picked up for another edition. It could be news as well as advertising. A pickup as it pertains to advertising would mean that an advertiser would repeat an ad under the bogus clause, if that is what you want, an advertiser may repeat an advertisement in our paper which had already been bogused, and a pickup in that instance under the contract term, would mean that that then becomes office copy or copy which does not need to be reset for the second time if it is a repeat of exactly the same ad.

Q. Now, you mean that what you might have is, you might have [1022] an advertisement sent in to be published, that is, you might have the mat for that advertisement sent from the job shop or from some other newspaper, is that right?

A. That is right.

Q. And then you make a plate from that and publish the ad?

A. That is right.

Q. Then you also, after that, will make up another form and another mat, which you call bogus, for the same ad?

A. Yes.

Q. Yes. Now if you run that same ad again, though, you don't have to again bogus the ad, is that right?

A. If it would be an exact reproduction of that advertisement, and we still had the material available, it

would not need to be reset under the terms of the contract.

Q. Now, if you ran the ad again, in rerunning the ad, would you use the mat or plate which you had received from the advertiser, or would you use the one which had been bogused?

A. Well, I would say that we may use either, whichever one may be available we could use.

Q. Do you know of any instances in which you have used the ad which was bogused in the first instance?

A. I wouldn't know of any instances, but I assume that you would have instances of that kind, yes.

Q. Do you have any instances in which you rerun advertisements in the manner that you have indicated?

[1023] A. No, there are not many. They are the exception.

Q. Who is Mr. Feller?

A. I referred to him as the gentleman, the journeyman in the employ of our paper who just previous to the termination of the contract, the last contract, was responsible for the operation of the proof press, and at the same time was the employee the chapel chairman or the representative of the union had appointed to look after bogus mats, or to see that bogus mats under the terms of the contract was properly processed.

Q. Now, with the possible exception of these pickups where ads may be rerun are the advertisements which are bogused ever used?

A. No, sir.

Q. Is there any intention that they be used?

A. No.

Q. How long after the advertisement is run in the newspaper are these ads or advertisements normally bogused at the Chicago American?

A. Well, normally the contract provides for a week or seven days. I think it is a week. Under a normal operation, why, those ads would be processed within that period of time.

Q. Now, have you had any advertisements since August 22, 1947, which have been bogused?

A. Which have been bogused?

[1024] Q. Yes.

A. Yes, sir.

Q. Do you have any examples of them with you?

A. Yes, sir.

Q. Will you produce those, please?

A. These are advertisements which have been bogused since August 22.

Q. Now, these advertisements which you have handed me, Mr. Coutney, consisting of—I think I can say fairly a goodly number, are they all of the advertisements which have been bogused since August 22?

A. I couldn't say as to that. I would say not. They do not represent all of the mats that has been—that was completely bogused since August 22. We had material that was in the process of being bogused at the time the horse was shot, and some of that had hand type only on it, and the process of bogusing it, to so speak, had not been completed.

Q. When you say "at the time the horse was shot," you refer to the time the strike started? Is that right?

A. That is correct.

Q. Now, Mr. Coutney, referring to some of these advertisements which you have produced, I will refer you to one dated Wednesday, September 24th, which I will ask the reporter to mark as Board's Exhibit 11-A for identification.

(Thereupon the document above [1025] referred to was marked Board's Exhibit No. 11-A, for identification.)

Mr. Sinsheimer: This exhibit consists of two pages, the first is headed, "Out they go and you save as much as $3.00," and the second again is headed, "Out they go and you save as much as $3.00."

* * *

[1026] * * * Q. (By Mr. Sinsheimer) Referring to Board's Exhibit 11-A for identification, Mr. Coutney, I will ask you if this is an advertisement which was bogused at the Chicago American?

A. Yes.

Q. Can you state when that advertisement was bogused at the Chicago American?

A. I think it was completed on or about September 24.

Q. Do you know when the original advertisement was run?

A. I can't—I would not know from this, sir. I wouldn't know when the original appeared. It doesn't show there.

Q. Was that prior to the time at which the advertisement was bogused?

A. You mean, did it appear in the paper prior to the time it was bogused?

Q. Yes.

A. No, sir, it was bogused after it appeared in the paper.

Q. Well, in other words,—

A. Which is always the case.

Q. In other words, the advertisement appeared in the paper prior to the time that the bogus was made up?

A. That is right.

Q. And this was bogused about September 24, 1947, is that right?

A. Yes, sir.

Q. Is this a typical example of an advertisement that [1027] might be bogused at the Chicago American?

A. Yes, that is a good example.

Q. Now, at the top of this Board's Exhibit 10-A for identification, there appears a markup ticket. Will you explain what that is?

A. Well, when the copy, if you will permit me to go back a little I can do it, I think, I can tell you how the markup ticket, I think, gets on there.

Q. Will you do that?

A. This envelope contains proofs of bogus matter to be marked up and this happens to be an envelope which contains the bogus matter from the issue of Saturday, October 18. After this matter to be bogused is placed in this envelope it is marked up, and I mean marked up—the phrase means that it is marked up when the markup ticket is put on it, and then from that point this bogus copy is allotted to hand men or operators or whoever needs to process it in a room until it reaches that particular form. These are proofs of advertisements that have not yet been bogused but they are proofs as they actually appeared in our newspaper, and will be reprocessed in exactly this form and bogused, so to speak.

Q. Now, you have been referring to an envelope containing proofs from the newspaper—

A. Not necessarily from the newspaper. It is—they represent advertisements which have appeared in the newspaper [1028] on this particular day.

Q. That is, now you are referring to proofs in an envelope of advertisements which appeared in the Chicago American on October 18, 1947, is that correct?

A. That is correct.

Q. Now, those proofs which appear in this envelope—

that is the method of setting aside matter that has to be bogused, is that right?

A. That is correct.

Q. And from there where do they go after they are in this envelope?

A. The markup ticket is put on them as you see it there, and then they go through the exact procedure in a composing room that any advertisement would go through that is not bogused matter.

Q. And then they finally come out in the form of Board's Exhibit 11-A for identification?

A. That is correct. They finally come out in the form where a proof of the bogus matter parallels the proof of the matter that is originally marked up in these envelopes, and then it has been properly processed, and after that it is thrown away, and if it is not a pickup, it is saved.

Q. That is, the type is then thrown away?

A. The mat is destroyed, that is correct.

Q. Now, I will offer Board's Exhibit 11-A for identification [1029] in evidence.

Mr. Van Arkel: I have no objection except it seems to me a very uninteresting exhibit, Mr. Examiner.

Trial Examiner Leff: It advertises the sale of pajamas at $3.95. It will be received.

(The document heretofore marked Board's Exhibit No. 11-A for identification, was received in evidence.)

Q. (By Mr. Sinsheimer) Now, Mr. Coutney, have you compiled any figures with respect to the amount of material which was bogused at the Chicago American since August 22, 1947, in the same manner as Board's Exhibit 11-A?

A. You say since August 22?

Q. Yes.

A. Yes, sir.

Q. And do you have with you the figures which you had compiled?

A. Yes, I have figures representing bogus matter that—now, this does not represent material all of which has been processed. It represents all of the bogus matter beginning August 21 to and including October 22.

Q. That is, from August 22—

A. 21, 1947, and including October 22. I did not have it compiled up until the time of the strike; but for that period, yes, and then I have it also from the period beginning Jan-

uary 2, 1948, to the time—to November 22. I have it both ways.

Q. May I have the first group of figures which you had compiled, Mr. Coutney?

A. Yes.

Q. I will ask the reporter to mark as Board's Exhibit 11-B for identification, a page headed, "Chicago Herald-American, bogus," from August 21, 1947, to October 22, 1947, inclusive.

(Thereupon the document above referred to was marked Board's Exhibit 11-B for identification.)

Trial Examiner Leff: What are the dates?

Mr. Sinsheimer: August 21, 1947, to October 22, 1947, inclusive.

Q. (By Mr. Sinsheimer) And did you also have some figures compiled for the period from January 1, to November 22, 1947?

A. Yes, sir.

Q. May I have that, Mr. Coutney?

A. Yes.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 11-C for identification a document consisting of six pages, the first of which is headed, "Chicago Herald-American, bogus 1947," the first page starts with the date January 2, 1947, and the sixth and final page concludes with the date "November 22, 1947."

(Thereupon the document above referred to was marked Board's Exhibit No. 11-C for identification.)

[1031] * * * (By Mr. Sinsheimer) Was all of the material which you have—first, will you state, Mr. Coutney, what the column entitled, "Number and Columns," that is, "Cols," means?

A. The date and the number of columns?

Q. Yes.

A. In each instance the date would mean the date of the issue, of our publication, and the number of columns in adjacent column represents the number of columns of matter, advertising matter, in that particular day's issue that we would—that would be subject to bogus.

Q. Now, were all of the columns set forth on Board's Exhibit 11-B for identification actually bogused?

A. No, not all of that. I don't know how far we were up on bogus, or how much bogus there was there to be processed—

Mr. Van Arkel: I am sorry, I can't hear that. May I have what that portion of the answer was?

The Witness: I don't know how much material is subject [1032] to bogus, had not been bogused at the time of the strike.

Q. (By Mr. Sinsheimer) Well, have you any idea as to any approximate amount of the material listed on Board's Exhibit 11-B for identification that was actually completely bogused?

A. No, I haven't. I would—I will make a guess, however, that about fifty per cent of this had been bogused, and the rest of it had not been bogused, I believe.

Q. Well, is it correct to state that a substantial amount—

A. Yes.

Q. —had been bogused?

A. Yes, sir. I think we may have records that would show exactly how much of it had been bogused and how much of it was still on the hook to be bogused.

Q. Can you check into that, Mr. Coutney?

A. I would be glad to, if those are available.

[1033] * * * Q. You were considerably behind with regard to some of this bogus?

A. Yes, sir.

Q. However, you can say that a substantial amount of the bogus material listed on Board's Exhibit 11-B for identification was in fact bogused, is that right?

A. Yes, sir.

Q. Now, if all of the material which is on Board's Exhibit 11-B had been bogused, approximately how much would that have cost the Chicago-American?

A. It would have cost the Chicago American in that period of time, had all of it been processed, approximately $9,600 in that period of time.

Q. Now, referring to Board's Exhibit 11-C for identification, [1034] I assume that the column number, "Cols," has the same meaning as on Board's Exhibit No. 11-B, is that right?

A. Yes, sir.

Q. And that all of the material set forth on Board's Exhibit 11-C, then, refers to bogus material?

A. That is right.

Q. Now, referring to Board's Exhibit 11-C, was most of the material listed thereon actually bogused?

A. Yes, up until we get to those months that we were just discussing on the first exhibit. All of it was up until that particular time.

Q. And if all of the material, all the bogus listed on Board's Exhibit 11-C for identification, had been bogused, approximately how much would that have cost the Chicago American?

Mr. Van Arkel: Mr. Examiner, I object to that question, whether or not it is the desire of the union to reproduce matter is illegal or not certainly does not depend upon the quantity of it. In the first and second place, any answer that the witness gives is necessarily completely hypothetical, because of considerations which have already been brought out by Mr. O'Keefe. It is thoroughly speculative and a hypothetical figure.

Trial Examiner Leff: Well, I assume that you will cross examine him on that.

[1035] Mr. Van Arkel: Well, I also object on the previous grounds, but I submit that any figure as hypothetical as any such figure must be not worth receiving in evidence.

Trial Examiner Leff: Well, assuming that the general counsel is correct on legal grounds, I suppose it is important to determine whether this is the minimum or not, so I think we should have it.

Q. (By Mr. Sinsheimer) Can you state, then, Mr. Coutney, approximately how much it would have cost the Chicago American if all of the bogus listed on Board's Exhibit 11-C had been completed?

[1035] * * * A: For the purposes of our own office calculations covering quite some period in the past, we used as a figure to determine the cost of bogus material a figure of ten dollars per column or $80 per page, and on the basis of that calculation which we used for our own office records, we have here 5,112 columns of material subject to bogus which represents in that instance at $10 a column, $51,120 for the period involved.

Q. Now, Mr. Coutney, would any of that expense have been incurred except for necessity to bogus this material?

A. Our own contention, viewing the operation in our own plant is, that it would not, that the greatest percentage of the—there would be very little of it—that would not have occurred had it not been for necessity to process it.

Q. In other words, you are stating that practically all

of [1036] the expense of $51,000 that you referred to would occur only because of the necessity to bogus the material, is that right?

A. Yes, sir.

Trial Examiner Leff: Is bogus work in your plant done wherever possible during slow periods?

The Witness: No, I wouldn't say that that was how bogus is processed in our plant.

Mr. Sinsheimer: I will offer Board's Exhibit 11-B and 11-C in evidence.

Mr. Van Arkel: I object, on the grounds already stated.

Trial Examiner Leff: What are the grounds?

Mr. Van Arkel: That these figures are purely hypothetical and speculative.

Trial Examiner Leff: I think—I will hear from you on that, bearing in mind that we are now bound by the rules of evidence applicable to the District Courts; I don't see how a proper foundation has been laid.

Mr. Sinsheimer: Well, the witness has already testified that a substantial amount of the material of August 22nd was in fact boguses; he has further testified that most of the material listed on Board's Exhibit 11-C has been bogused; he has further testified that it cost the Chicago American a certain amount for each page, or each column, that has to be bogused. Now, I think it is quite clear from [1037] that that—

Trial Examiner Leff: I know, but the witness hasn't testified how those figures were arrived at. He hasn't testified how he got the figures as to the number of columns, whether it is based upon his personal knowledge, or upon knowledge of someone else, nor has he testified how the computation of ten dollars per column was arrived at.

Mr. Sinsheimer: I accept the Examiner's statements with respect to that, and I will ask the witness the following:

By Mr. Sinsheimer: Will you state whether Board's Exhibits 11-B and 11-C were prepared under your direction?

A. Those figures are taken from records which go back into records which we have maintained for, I would say, a

good many years, and those figures are under the business manager's—at least on the paper, I would say that indirectly, yes, they are prepared under departments that are subject to my supervision. Does that answer the question? [1038] * * * Trial Examiner Leff: Well, suppose we receive them now as the witness' opinion of what the cost is, and then you may cross examine on it. I don't think the fact that it is received will necessarily be conclusive on the point. Is that agreeable?

Mr. Sinsheimer: That is agreeable to me, and if the Examiner wants me to develop the basis on which the witness has prepared his figures, I will do that.

Trial Examiner Leff: Well, if it is put in as a question you will have an opportunity to do it on rebuttal. You may do it now, except that it is five o'clock and I would like to recess.

11-B and 11-C are admitted with the understanding that it is received as opinion evidence, and we will now recess until ten o'clock A.M. tomorrow morning.

[1041] * * * Q. (By Mr. Sinsheimer) Mr. Coutney, can you state how the costs of the bogus material were computed?

A. Yes, sir.

Q. Will you do that, please?

A. We keep very accurate records of bogus costs at our paper and we keep an accurate record of costs, payroll costs, in the ad room as well as the news room. We keep an accurate record of all columns of advertising that are set originally and all columns of advertising set that is bogused.

An accountant gets, at the end of each week, the payroll of the ad room broken down by operators, floor men, proof readers, monotype operators, machinists, supervisors and miscellaneous help. That total figure is divided into the columns of advertising set which gives us the cost per column set for each week. That is how we arrive at the cost of bogus.

Since bogus is live matter and handled no differently than any other ad matter on the ad side, the figure that we come up with is an accurate figure for the cost of columns of advertising produced whether or not it be bogus [1042] or live matter.

Q. Now, you just testified that bogus is handled in exactly the same manner as far as the handling of it is concerned as the other advertising, is that right?

A. That is correct.

Q. That is, as live matter?

A. Yes, sir.

Q. Now, is there any bogus in the news room?

A. No.

Q. In other words, all of the bogus that you have testified to relates to bogus with respect to advertising?

A. That is. That is.

Q. And the figures which you testified to yesterday and as to which you just testified how they are computed relate to the total column costs or are those just labor costs?

A. Those are labor costs alone. They do not represent any other cost of materials, depreciation or any other costs. It is the cost of labor only divided into the number of columns of advertising produced in each given week.

* * *

Q. Do you know how much or approximately what percentage of the total amount of advertising material that is produced [1043] or reproduced is bogused?

A. I don't know exactly, but I can give you a good idea here, it can be figured exactly. I did not figure that, but as an example, I will read the columns set, original columns bogused for several weeks, if that would be a help in answering your question.

Q. Can you take a representative period of the amount of advertising bogused in that period as against the total amount of advertising produced or reproduced?

A. I could with a little time, yes, sir. As an example, on the week ending June 15th, produced during that week was 840 columns of advertising matter of which 96½ columns were bogused. The following week there were 841 columns produced of which 73 columns was bogused.

Mr. Van Arkel: What are those figures again, I am sorry?

The Witness: What?

Mr. Van Arkel: What were those figures again?

The Witness: The week ending June 15th there were—

Mr. Van Arkel: I have that one; the following one?

The Witness: You have that one. The following was the week of June 22nd. There were 841 columns of advertising produced of which 73 columns were bogused. On the following week, June 29th, 850 columns of advertising matter was produced, of which 79½ columns was bogused. [1044] On July 6th, that particular week we produced 396 columns of advertising of which 25 columns was bogused. Do you want anymore, sir?

Trial Examiner Leff: It would run somewhere between, oh, 7 to 15 per cent, is that correct?

* * *

[1046] Q. (By Mr. Sinsheimer) Mr. Coutney, have you obtained the information from your office as to the number of persons regularly employed in the composing room on production or reproduction of advertising material?

A. Yes, sir.

Q. And what is that number?

A. I had the payroll department check the week of November 16th and during that particular week there were 93 employed on the ad side, 141 on the news. Those are regular situation holders. That will fluctuate, now, from time to time depending on the amount of work in the room with so-called "extras" that you hire to take care of any amount.

Q. Can you state whether or not you would have to hire the same number of people if you did not have the bogus advertising to reproduce?

A. Would you state that again, please?

Q. Would you have to hire the same number of people if you did not have the bogus advertising to reproduce?

A. No, sir.

Q. Can you approximate how many less people you would have to hire if you did not have the bogus?

[1047] Trial Examiner Leff: You mean just in the ad room?

Q. (By Mr. Sinsheimer) Just in the ad room?

A. Can I approximate that figure?

Q. Yes.

A. Conservatively, five less.

Q. Your employees were paid the regular scale provided for in the agreement between the publishers and the union during the past year?

A. Yes, sir.

Q. What was that scale for employees in the ad room?

A. May I refer to the contract? I will tell you.

Q. Yes.

A. The scale to journeymen printers in the ad room and the news room—do you want the hourly rate, the daily rate or the weekly rate, or all of them?

Q. What is the normal weekly rate?

A. $85.50 per week days, $91.00 for night work and $91.00 for third shift. The day work being of 7¼ hours, the night work of 7¼ and the third shift of 6 hours. The copy holders are paid a different scale than that. Apprentices, members of the union, would be paid a scale based upon a percentage of the journeymen scale depending on how many years of apprentice training he had, so you have various scales, but your basic rate to journeymen are the rates that I gave you.

[1048] Q. What is the minimum for an apprentice?

A. The minimum scale of wages for the apprentice would be paid to an apprentice who had been employed less than 6 months, which is 30 per cent of the scale for journeymen. That is the minimum scale that he had received.

Q. Now, when you estimate conservatively that you would need five less employees in the ad room, would those consist of journeymen, apprentices or both?

A. Those would consist of journeymen, sir.

Q. That is, only journeymen?

A. Yes, sir.

Trial Examiner Leff: Would the rate to an advertiser be the same whether he prepares his material outside the plant or whether it is done initially in the plant?

The Witness: Yes, sir, the advertising rate is the same.

Trial Examiner Leff: It would be identical?

The Witness: Yes, sir, to a local retail advertiser.

Trial Examiner Leff: Yes.

The Witness: Yes, sir.

Q. (By Mr. Sinsheimer) Did the Chicago American have to pay any overtime for production or reproduction of advertising during the last year?

A. Yes, sir. There wasn't a single week in the entire year that we did not have overtime in the composing room with [1049] the exception of from November 22nd until the end of the year.

Q. When you say "in the composing room", is that true of the ad side?

A. Yes.

Trial Examiner Leff: What is the advantage to a local advertiser in having the matter prepared outside the shop if he gets the same rate if it is done inside your plant?

The Witness: I wouldn't know. He may have it done for numerous reasons. I wouldn't know exactly. I personally don't think there is any advantage.

Q. (By Mr. Sinsheimer) What was that last answer?

A. I personally do not believe that there is any advantage.

Trial Examiner Leff: In your opinion, does the fact that he gets the same rate cause him in many instances not to have it done outside but to have it done in a newspaper plant?

Mr. Van Arkel: I am sorry, I didn't hear that.

The Witness: I can't answer that.

Trial Examiner Leff: Read the question.

(The question was read.)

Trial Examiner Leff: What is the answer?

The Witness: I wouldn't know.

Q. (By Mr. Sinsheimer) When bogus material accumulates [1050] past the period provided in the contract, what occurs, if anything?

A. Well, it piles on the hook. Of course, what actually happens then is that as long as there is material, whether it be bogus or—particularly bogus—that is on the hook, as we call it, or ready to be processed, and if you have bogus beyond the week as required in the contract, the foreman of the room cannot refuse to hire any extra who may show up for work. Likewise, as long as bogus material is on the hook, a man cannot walk off the floor, which in the parlance means that you can't decrease your force during that particular week or time, and you must hire extras to take care of bogus material.

Q. Yesterday you testified that you had estimated that it cost about $10.00 a column to produce or reproduce advertising material. Now, you have explained how you arrived at your column costs earlier. Can you state how you finally arrived at the $10.00 as an average?

A. Well, I am able to authenticate that $10.00 figure

which is the estimate I said yesterday, that we used to quickly determine the cost of bogus material. I have here the calculations whereby we arrived at the cost per column of advertising produced from June until November 22nd. I took an average of the cost per column for each week during the most of June, July and August and September. That [1051] represented 18 weeks. The average for those 18 weeks was $9.78. Now, that figure is a conservative figure because we do not include in that figure the cost of vacations, for example, and as I said before, the cost of any overhead in the room.

Q. In other words, that is a labor cost only?

A. That is, sir.

Q. Have you ever had any dispute with the union as to what material should be bogused?

A. Yes, sir.

Q. When did that occur and what was it about?

A. I can't give you the exact dates unless—I have the material that will permit me to answer the exact dates.

Q. I wanted the approximate date, I don't want the exact date.

Trial Examiner Leff: Was it before August 22nd, 1947?

The Witness: Yes, sir. Likewise, it was before—it was in '45.

Q. (By Mr. Sinsheimer) It was in 1945?

A. Yes, I can give you the exact date, the exact time, but I would say that is what it was, '45.

Q. What was it about?

A. Well, I would say it concerned a difference of opinion concerning at that moment the interpretation of what constituted bogus matter as defined in the contract between the union representative and ourselves.

[1052] Q. Who raised the question as to what material should be included under the bogus clause at that time?

A. Pete Larkin, who was then the business agent or, I think—the business agent of the local union.

Q. What did he have to say?

A. Well, on this particular morning that the dispute was called to my attention, I first became aware of it when the foreman or superintendent of the room called me and said that a chapel meeting was being held in the composing room, that Larkin had called a chapel meeting and

told them that there would be no more work until the office agreed to process some bogus matter which he contended was bogus and that we contended, apparently, that it was not bogus, and I told the superintendent to bring the gentleman down to my office. If he didn't I would come up there.

So Pete Larkin came into my office. The bogus matter that he requested us to process was that kind of material which, according to the information from the superintendent of our room, who has been an employee of the paper for 38 years, said had never been processed by our paper as long as he could remember.

This was the material that Larkin said that we had to begin to process and do it immediately or the chapel meeting would continue until we did agree to it.

To make a long story short, this happened, I [1053] think—the chapel meeting went on for an hour and 40 some minutes. We were missing editions, missing some circulation, and I finally signed a stipulation with him that—it was his own stipulation—I did so in order to get the men back to work. I was new at the time and had I to do it over I probably wouldn't have signed any such stipulation, but I did.

The stipulation required that a commitment on my part that we would agree to process bogus matter that was being processed in the majority of the chapels of the newspaper publishers be made.

Q. That is—

Trial Examiner Leff: Did that dispute grow out of a difference of opinion concerning the interpretation of the contract?

The Witness: I would say it did. Their contention of what was bogus and ours—

Trial Examiner Leff: Larkin claimed that certain matter was bogus under the then existing contract, is that correct, and you said that it was not? Was that in essence the dispute?

The Witness: Yes, I would say that fundamentally that would be the cause of it.

Q. (By Mr. Sinsheimer) Was there a method set up in the contract for the determination of such disagreements?

[1054] A. Yes. I think it is a matter that should have

been settled through the code of procedure as set up in the then current contract by all means.

Q. Now, are you familiar with the previously used clause?

A. I would say not as it applies in Chicago, because it was, I think, eliminated from the contract previously to my having anything to do with it.

Mr. Sinsheimer: Yesterday when Board Exhibits 11-B and 11-C were offered they were received subject to reservation and I am reoffering Board's Exhibits 11-B and 11-C in evidence.

Trial Examiner Leff: What reservations were they subjected to, I don't recall?

Mr. Sinsheimer: I believe as to being merely the opinion of the witness as to costs of columns.

Trial Examiner Leff: Any objection, Mr. Van Arkel?

Mr. Van Arkel: Yes, Mr. Examiner, I still object to these on the grounds stated yesterday, that it is purely hypothetical. I believe the witness' own testimony shows the complete unreliability of the figures which have been submitted—

• • •

Trial Examiner Leff: Yes, I will admit the exhibit without reservation.

• • •

Trial Examiner Leff: I am admitting it, of course, to support his testimony. The fact that I am admitting it doesn't [1056] necessarily mean that I conclusively determine that that is evidence of the actual cost.

Mr. Sinsheimer: I assume that if the exhibit is admitted, that there is in the absence—

Trial Examiner Leff: No, I mean all the exhibits proves to me now is on the basis of his method of computation it would be on the basis of what the exhibit reflects it to be. That is all I can take it for.

• • •

[1084] • • • Q. (By Mr. Diamond) Mr. Coutney, does an employer have any voice in the determination of whether an ad will be set in the newspaper composing room or in some other composing room by an advertiser?

A. If he has any voice in the advertiser's decision as to where that copy may be set?

Q. Yes, sir.

A. I would say not.

Q. Does bogus apply to matter which is to be reproduced, [1085] even though the material has been originally set in a union shop or in a closed ITU shop?

A. It would apply to so-called local retail advertising, yes.

Q. Even though that was originally set by union printers?

A. That is correct.

* * *

[1086] * * * *Cross Examination.*

Q. (By Mr. Van Arkel) Now, the bogus work, Mr. Coutney, that you were discussing earlier, is done at various times by all printers in the composing room, is it not?

A. Yes, sir.

Q. At least up until the time of the strike you wanted those printers to work for you?

A. Yes, sir.

Q. And to your knowledge was that true of all the newspapers in Chicago?

A. To my knowledge that is true.

Q. Now, at any time has the union used methods to obtain work on bogus material which your would describe as extortion?

* * *

[1087] * * * A. I think that the incident of Mr. Larkin was definitely extortion on the part of the union to obtain bogus work to which they were not entitled under the contract.

Q. That is, you felt that under the agreement at that time they were not entitled to it?

A. I did.

Q. The final adjustment of that matter was, I believe, that the same rule would be applied as was applied in the [1088] majority of newspapers in Chicago?

A. The final adjustment, sir, was not that.

Q. What was the final adjustment?

A. The final adjustment was not that at all. The final adjustment was arrived at through collective bargaining, and the stipulation that Mr. Larkin made with me, sir, was never lived up to.

The final adjustment was made through collective bar-

gaining, at which we arrived, at the bogus clause which is now contained in the present contract. It was not adjusted on the basis of Mr. Larkin's stipulation with me.

Q. I am not quite sure that I understand you, Mr. Coutney. In referring to the incident with Mr. Larkin that you described you mentioned that a stipulation had been entered into between you and Mr. Larkin. Is that correct?

A. That is correct.

Q. What was that stipulation?

A. I will give it to you in his handwriting:

"It is agreed that the reproduction of bogus advertising by the Chicago Herald-American shall not vary from that being reproduced under the predominant practice in Chapels of other members of the CNPA, and all other Chapels."

Q. So that the net effect of the stipulation was that your paper was brought into line with the bulk of the other [1089] Chicago newspapers, is that correct?

A. No, sir. The net result of it was not that.

Q. What was the result, then, Mr. Coutney?

A. The result was that we negotiated a bogus provision in the contract, and that bogus provision, as negotiated, is one which does not represent the bogus that had been set predominantly in all of the chapels of the Chicago Newspaper Publishers Association.

Q. You are now talking about some subsequent negotiations, subsequent to this?

A. Following this the matter was resolved by negotiation, finally.

Q. By collective bargaining?

A. That is correct.

Q. All right. Now, will you describe the agreement that was reached in collective bargaining, or would you describe that agreement as extortion?

A. No, sir.

Q. Was it true that in the course of your negotiations concerning the reproduction of matter, that this was one item which was discussed and traded about in arriving at a whole agreement?

A. That is correct.

Q. So that it would be correct to say, would it not, that the provisions with respect to reproducing matter

were, in [1090] a sense, compensation to the printers for the work which they performed for the Publishers?

* * *

The Witness: Well, it is not clear to me. The question is not clear.

Q. (By Mr. Van Arkel) Well, you have already said, Mr. Coutney, that in your collective bargaining negotiations this whole question of reproduction was among the items which were discussed in arriving at the whole agreement?

A. Yes, sir.

Q. Fixing the wages, hours, and so forth, of the printers?

A. Yes, sir.

Q. I am just asking you whether, in the light of that fact, it would not be correct to say that payment for reproducing matter was part of the wages and working conditions agreed upon with the printers?

A. Yes, sir, that is true.

[1091] * * * Q. Would it be correct to say that this payment for reproducing matter was part of the compensation which printers received because of the services which they performed for the Publishers?

A. Oh, I would say yes.

Q. Now, the Examiner asked you whether or not the cost to the advertiser was exactly the same whether or not the matter was reproduced, and you replied, I believe, that the cost to the advertiser was the same.

Now, was any change in advertising rates made, Mr. Coutney, in any one of these three situations, or would there be any change made:

Let us suppose the advertiser has his advertisement made up in the form of mats in a job shop and distributes them to the newspapers.

[1092] Or suppose that he has his advertisements set by a newspaper and gets mats from that newspaper which he distributes to competing newspapers.

Or, if he sends copy with no mats to each of a number of local competing newspapers.

Under any of those circumstances is there any change in advertising rates?

A. I think there is no change in advertising rates under any of those conditions.

* * *

What in your judgment would be the result of eliminating the bogus clause from the newspaper agreements, so far as advertisers were concerned? What would you anticipate what [1093] course the advertisers would follow if that were done?

Mr. Sinsheimer: I will object to it as being speculative.

Trial Examiner Leff: In line with the question I asked him, I would like to see this developed. Please answer it.

The Witness: In respect to the advertiser?

Q. (By Mr. Van Arkel) Do you think that the advertisers would change their practices at all, if the reproduction clause were eliminated?

A. I don't believe they would; I don't think so.

Trial Examiner Leff: Do you think that if the bogus clause were eliminated more advertisers would prepare their mats outside the newspaper shop?

The Witness: I don't see any reason why they should.

Trial Examiner Leff: What is that?

The Witness: I said, I don't see any reason why they should.

Trial Examiner Leff: Well, would the fact that the advertiser would have to pay twice if he wants to have the mats prepared outside the newspaper shop influence him in his action?

The Witness: If that were the case, I think it would, yes. I think that we would handle more of his copy.

Trial Examiner Leff: Isn't it true an advertiser who prepares mats outside the newspaper shop must pay for the [1094] mats and must then again pay the newspaper the regular advertiser's rate?

The Witness: Yes, I assume he has to pay someone else for processing that advertisement.

Trial Examiner Leff: So that the cost to an advertiser is greater, is it not, if he has the mats prepared outside the newspaper shop, than if he submits the ad for original preparation in the newspaper shop?

The Witness: The difference being, it would seem to me, what the outside shop charges him for processing his advertising.

Trial Examiner Leff: Yes.

Q. (By Mr. Van Arkel) Now, in the arrangements between advertisers and newspapers, Mr. Coutney, if an

advertiser sends a piece of original copy to the newspaper is he entitled to receive free of charge a certain number of the mats from the newspaper?

A. To my knowledge he is not.

Q. Can he purchase them from the newspaper upon request?

A. To my knowledge he cannot.

Q. He cannot obtain mats from a newspaper to which he has submitted advertising copy?

A. If that is the practice, sir, I am not familiar with it. It may be in some shops, but specifically if it is a practice at the Herald-American I am not familiar with it.

[1095] Q. Now, in the Chicago area, Mr. Coutney, is there any one newspaper which receives a larger amount of original advertising than the other newspapers?

A. A larger amount of original advertising?

Q. Of original copy.

A. I would be guessing. It would seem to me that if any newspaper did that it would be the Tribune, because of their greater volume.

Now, as to how much of that they get is original matter, I don't know. What would prevent me from answering that question correctly is that I don't know how much matter the Tribune gets is first processed in an outside shop. That I can't tell from this distance.

Q. It would be, in any event, most likely that the largest newspaper with the largest circulation would receive the bulk of the original advertising, would it not?

A. I would assume that.

Q. In the absence of a bogus clause, if it is correct that the advertiser may buy mats from the newspaper to which the copy is originally sent, and then distribute that to competing newspapers, the result would be that the Chicago Tribune, in this instance, would be required to pay the cost of setting up the ad and the competitors of the Chicago Tribune would not have a similar expense. That is correct, isn't it?

[1097] * * * A. That would be true in case the Tribune did not charge us equally as much to use that material as they paid for it. I cannot tell you how much the Tribune might want to, under those circumstances, charge us for the use of that material.

Q. Now, in order, therefore, to take care of that prob-

lem of competition between the newspapers, one remedy would be that the advertiser could not receive mats, is that correct, they could be received only from the paper which originally set the copy?

A. That could be one, yes.

Q. So that in that respect, then, the Chicago Tribune would have to charge the Herald-American for the mat which the Chicago Tribune sold to the Herald-American?

A. Well, if it did not feel inclined that it wanted to make a charge, it could do that.

[1103] * * * Q. Can you give any reason from your experience, Mr. Coutney, where reproduction of local advertising is required and reproduction of national advertising is not?

A. Well, I think that is a long history of the advent of the bogus clause in contracts, so-called. I believe that the ITU specifically provides that local advertising be re-set, some forms of local. I forget the clause, but I think that is true, that for many years the ITU laws have had some such provision in them.

[1104] Q. Now, do you recall from your knowledge of the industry or do you have any information concerning the reason why the union of the publishers have not insisted on the reproduction of national advertising matter?

A. Why the publishers have not insisted on it?

Q. Or the union.

A. Restate that question again.

Q. Well, as I understand your previous testimony, the only advertising matter which requires resetting is local advertising matter, and that national advertisements do not require resetting. Now, do you know any reason for that distinction, either in the views of the publishers or in the views of the union, or any historical reason?

A. I can't answer that honestly.

Q. Would it in your judgment be an explanation of that difference that the resetting of local advertising or, let me state it this way, that the setting of a local ad is in competition with other publishers in the same local area, but that the setting of a national advertisement is not competitive as between newspapers?

A. You could say that.

Q. Now, is there considerable advertising copy which is set in a composing room but not used apart from bogus material?

A. I don't know that there is considerable. There is an [1105] amount of work in a composing room that is set and not used which may be—I think that in the majority of cases it pertains to the processing of matter on the news side rather than the advertising side.

Q. Under the circumstances could that occur, Mr. Coutney?

A. We might have offset, for instance, of news. We might have editorial matter that was sent to the composing room for processing which, for some reason or other, did not get into the paper, or did not get into the issues.

Q. Might that not also be true of advertisements, that for one reason or another, they would have to be eliminated from the paper after being set?

A. There could be exceptional cases to which that would maintain, I would say.

Q. Now, in making up your figures with respect to the amount of reproduced matter, did you in those figures include the matter, advertising matter, which was set but not used?

A. It includes all bogus material which is column set and not used, yes, sir.

Q. Now, does it include material which is not bogus, but which is not used?

A. It includes the columns of display matter set, all columns have display advertising matter that is set. Does that answer your question? Used or not used.

Q. Well now, you had some figures, there, earlier, Mr. [1106] Coutney, which you gave yesterday which purported to give the total number of columns reproduced.

A. Bogus.

Q. And not used because they were reproduced. Now, did you in those figures include matter which was set but not used, even though it is not bogus material?

A. In those figures that I gave you yesterday that is all bogus figures, bogus material, and all of it was set and not used.

Q. I see. So I take it your answer to the question is, that your figures there did not include advertising matter, which was set but not used other than bogus?

A. It includes in advertising matter everything that is set, advertising material that is set.

• • •

[1107] Q. Now, it is true, is it not, Mr. Coutney, that in the newspaper publishing business the operation of a composing room is a fluctuating affair?

A. It is seasonal, I would say, that it fluctuates according to volume of advertising that is available. It fluctuates from the aspect of advertising volume that is available seasonal, Christmas is heavier than other seasons, Easter period, and so forth.

Q. So that the work of a composing room does vary throughout the year seasonally?

A. Yes.

Q. Does the work of the composing room also vary, depending on the day of the week?

A. To some degree that is true.

Q. What would be the busy periods and what would be the slack periods during the week?

A. Well, your busy periods would be the latter part of the week rather than the beginning of the week.

Q. I am sorry, I didn't get the answer.

A. The latter part rather than the beginning of the week.

Q. Would be the busy period?

A. Would be the busier period.

Q. What is the busiest day of the week?

A. Well, I would say Thursday.

Q. Thursday, and what is the slackest—

[1108] Trial Examiner Leff: Are you taking into consideration Sunday papers, too?

The Witness: Well, Thursday and Friday, but he asked the busiest, and I say that I believe Thursday would be the busier of those two, Thursday and Friday are the busier days.

Q. (By Mr. Van Arkel) What would be the slackest day of the week?

A. Well, the slackest shift in our plant would be the Sunday night shift. Now—

Q. Is Saturday normally a pretty quiet day?

A. Yes.

Q. In addition to that there are variations during the day, are there not?

A. On the ad side.

Q. Well, the composing room in general.

A. I can't answer that.

Q. It is true, is it not, that the busiest time in a composing room is just before a paper is locked up for an edition?

A. The ad side or the news side.

Q. Well, I would like to get the composing room in general, again.

A. On the news side it may be considered to be busier for them if they were rushing to meet edition times. On the ad [1109] I can't say that it is any busier just previous to edition times than it would be at any other time during the day.

Q. Now, it has been traditional in the composing rooms, has it not, to handle any live matter before any printer handles any bogus material?

A. I would say that it is traditional that live matter always has preference over bogus material.

Q. So that the bogus material, by and large, is set during these dull periods, is it not, when there is no live matter available for setting?

A. I didn't say that you had dull periods on the ad side where bogus is processed so that—

Q. What?

A. I don't agree or I am not willing to say, because I don't know, that you have such lulls or dead periods on the ad side as compared to the news side. You are talking about bogus—that bogus copy is processed on the ad side rather than the news side.

Q. But at least there are dead periods during the week and then there are seasonal dead periods as well, are there not?

A. I like to answer that specifically as it may pertain to our operation, if you don't mind.

Q. Sure.

A. When we man our composing room, when you man your [1110] composing room, you take into consideration, and that has been generally true, that bogus is additional matter to be processed, and when you man your room you man it with the fact in mind that bogus is material which must be processed exactly the same as live matter, and at the outset you man your room to take care of bogus as well as anything else. You know from past experience that you have a volume of work to be performed which represents bogus. You man your room at the outset to take care of that.

Now, in our operation on Sunday night, and when we manned our operation, it is so manned that on Sunday particularly we have, normally, made an effort to keep bogus matter up to date, and that means that in the manning of our Sunday night operation in our particular case, I am told that we spend more time on the processing of bogus than we do on matter, or live matter, we will put it that way, on Sunday nights.

Now, that does not mean that our employees only work on bogus on Sunday nights because, as I say, it is processed regularly throughout the week. Bogus matter is additional matter, it is matter that has got to be processed, and being additional matter, it is extra matter. If you didn't have the additional matter or that extra work, you wouldn't require as many men in your composing room to do the work required.

Q. Well, I take it then, that when you speak of manning [1111] your composing room you are speaking of what are referred to as regular situation holders, are you not?

A. Yes, you provide in the manning of your room for a sufficient number of regular situation holders to take care of the work that you know is going to be there, so to speak, whether it is bogus, live matter, or what.

Q. Yes. Now, because of this variation in work during the week it is sometimes necessary to go over the regular force in order to get out the paper, is it not?

A. Yes, it is. Yes.

Q. And that has no relation to setting of bogus, that is merely the regular work of the composing room which requires that you take on additional people over and beyond the number of regular situation holders, is that correct?

A. No.

Q. Well, would you explain then what is correct?

A. As long as there is bogus matter to be processed the foreman of the room or the superintendent cannot refuse to hire any extras that show up. If you have bogus on the hook, so to speak, that is bogus that is older than one week as required in the contract, then men who show up for work have got to be hired as long as there is bogus on that hook, as long as there is any other material, but particularly talking about bogus, as long as it is there you have got to hire that man to do the work.

[1112] Q. Now, let me put this situation to you, Mr. Coutney: Let us assume that as of Sunday night you have, consistent with the union contract, cleaned up all the bogus. From that point on you have a full week within which to reproduce any of this material, have you not?

A. That would be nice, but to my knowledge it don't happen, that you clean up all the hook and for one week you haven't anything. There has always been bogus on that hook, and for as long as I can remember we haven't been up to date on bogus, we are always a little behind on bogus in our plant.

Q. How much have you run behind on bogus, what is the longest period?

A. I think the longest period perhaps is the period between October—I would like to explain that each week the chapel chairman or a representative of the union hands to the ad desk a slip on which is contained the number of columns that have been bogused for a period of time; in other words, he keeps this thing up to date all of the time. Those figures are presented to our accounting department by a representative of the union, and the last report that we had and the last bogus processed in our composing room was on October 21, after which time—that would be a little over a month, that there was no bogus reproduced, and in answer to your question, that then would have been the longest period, to my knowledge, that bogus had not been processed, and that was [1113] a little over a month.

• • •

Q. The contract specifically provides that no bogus is to be set at overtime rates, does it not?

A. It does.

Q. And I take it that the publishers are careful to insist that that rule be followed?

A. I would say so, yes.

Q. Now, have you made any computations as to the net cost of reproducing material as compared to the cost of setting it originally?

A. I would like to, in answer to that question, call your attention again to the contract which says, "Advertisements must be reset as nearly like the original as the equipment [1114] of the office will permit, assembled, proof-read, corrected and copy submitted to the chapel chairman."

Q. I don't think you have answered the question, Mr. Coutney. The question was, have you made any studies as to the cost of reproducing matter as compared to the cost of setting it originally?

Mr. Sinsheimer: I believe the witness was answering the question if you let him complete his answer.

The Witness: Completing my answer, I would say that due to that requirement as it pertains to bogus it is handled no different than regular live matter. There would not be any difference in the cost. Your cost for processing bogus material under that provision of the contract would be exactly the same cost as the processing of any other advertising material scheduled for publication.

Q. (By Mr. Van Arkel) Now, in setting an advertisement, do you know whether or not the aligning of cuts is one of the matters which takes the most time of the ad setter?

A. I can't answer that. I don't know what takes the most time.

Q. Do you know when material is reproduced, whether or not cuts are included in the reset matter, and whether if they are, they are aligned?

A. To my knowledge the advertisement is reproduced in [1115] accordance with the terms of the contract, "must be reset as nearly like the original as the equipment of the office will permit, assembled, proof-read, corrected."

* * *

[1120] * * * Q. (By Mr. Van Arkel) Now, Mr. Coutney, I would like you to verify with me certain figures for the weekly report for the week ended June 8, 1947. That shows 841 columns set and no columns of bogus?

A. As I stated, the columns of bogus—it is quite possible that in that particular week, I would assume that because the representative of the union did not turn in to the office any figures representing that bogus had been processed in that particular week, that there was none processed that particular week.

Q. In any event, your report shows that no bogus was set during that week?

A. It shows that none was set in that particular week.

Q. Now, for the week ended September 21, 1947, the figures show a total of 851½ columns set and 57 columns of bogus, is that correct?

A. For that week that would be true.

[1121] Q. And for the week ended October 5th, a total of 1019 columns set, 73 columns of bogus?

A. That is true.

Q. For the week ended October 12th, 1998¼ columns set of which 77 were bogused?

A. That is true.

Q. For the week ended October 19th, 1981½ columns set of which 60 were bogused?

A. That is true.

Q. For the week ended October 26, 1947, 1202¼ columns set of which 58¼ were bogused?

A. That is true.

Q. For the week ended November 2 1947, 860½ columns set of which none was bogused?

A. No bogus was processed after October 21st.

Q. Now, the report which you have just referred to was also the week during which you allege that there was a slow-down?

A. That is true.

Q. Now, for the week ended November 9, 1947, 1025¼ columns set of which none were bogused?

A. That is right.

Q. For the week ended November 16, 1947, 1304 columns set of which none were bogused?

A. The representative of the union did not turn in any [1122] figures showing that any bogus was processed that week.

Q. For the week ended November 23, 1947, 1118¾ columns set of which none were bogused?

A. That is right.

Q. Now, do the Chicago newspapers run a certain amount of what is called "promotional advertising", Mr. Coutney?

A. A certain amount of it, yes, sir.

Q. Is that matter required to be reset?

A. On promotional matter, do you refer to a newspaper's own promotion that is published in other—in its own columns?

Q. Yes, I do.

A. That is not required to be reset.

Q. Did you include that in the figures for bogus ads which you have there?

A. For bogus?

Q. Yes?

A. No, sir.

Q. Mr. Coutney, you were present during negotiations, I believe, in the fall of 1947?

A. Yes, sir.

Q. During the period after August 22, 1947, at any time was there any discussion between yourselves and the union about reproduction clauses?

A. This past August?

Q. Since August 22, 1947?

[1123] A. I don't recall that there was.

Q. You recall no requests or demands by the union for the insertion of a bogus clause in any agreement that might be reached?

A. Since August 22nd?

Q. Yes?

A. No.

* * *

[1128] * * * *Redirect Examination.*

[1132] * * * Q. Well, do the publishers desire a bogus clause in the contract?

A. No.

Q. Would it be in the contract at all unless the union asked for it?

A. The laws of the ITU provide for a bogus clause.

Trial Examiner Leff: During the course of the last [1133] negotiations with the union, when the negatiators offered to extend the contract, did that cover the bogus clause as well?

The Witness: Yes, it covered the continuation of the bogus clause.

Trial Examiner Leff: Did the union, when it submitted the Conditions of Employment and Form P6(a), ever say that the bogus clause was a "must" as they said other clauses were "musts"?

The Witness: I don't recall any discussion about the bogus clause at all.

Q. (By Mr. Sinsheimer) Do you know whether the bogus provision is a part of the laws of the International Typographical Union?

A. They are.

[1134] Q. (By Mr. Sinsheimer) Is material which is "bogused" of any use to the publisher?

A. None.

Q. It is intended to be of any use to the publisher?

A. I don't see how it could be.

• • •

Q. Mr. Coutney, if you did not have this "bogus" work to perform, would you be able to re-schedule the work on live matter, so that during the period you now utilize for "bogus" a man would be working on live matter?

A. Definitely.

• • •

[1135] • • • Q. (By Mr. Diamond) Mr. Coutney, I show you Exhibit 7-L in evidence entitled "Book of Laws of the International Typographical Union," and ask you whether Article 9 is the section you had in mind when you said that the international laws of the international union required reproduction of "bogus."

A. Yes, that is the section.

Q. Now, in view of the existence of that provision, has there been any practical chance in past negotiations for the employers to succeed in negotiating a contract with the ITU which did not provide for "bogus"?

• • •

The Witness: Yes.

[1136] I would say that that specifically provides that a contract between the two parties would, because of that provision, of necessity have to include a provision for the processing of certain "bogus" material, yes, sir.

Trial Examiner Leff: Well, don't your contracts ever make any exceptions? Don't they sometimes exclude certain rules of the ITU? Isn't it true that your contracts provide, for example, that the ITU laws shall govern, except where inconsistent with the terms of the contract?

The Witness: Yes, just on certain provisions of it.

Trial Examiner Leff: When did the publishers here in Chicago, to your knowledge, last request the union to delete the "bogus" provision from the contracts?

The Witness: I could not answer that. I don't know that they ever did request them to delete the "bogus," not during my experience, at least.

Trial Examiner Leff: And that covers an experience of how many years?

The Witness: Only two years.

Q. (By Mr. Diamond) Is it true that the international executive council of the union will not underwrite a contract which does not conform in all respects with ITU law?

A. That is my understanding.

Q. Now, in view of this provision, Article 9 of the general laws, is it correct to say that the bargaining of that [1137] "bogus" in the past has concerned the nature of material that shall be considered local matter, subject to reproduction, rather than whether there shall be any reproduction or "bogus" at all?

A. That has been my experience.

Q. Since the strike, Mr. Coutney, the Chicago newspapers have continued to publish, have they not?

A. Yes, sir.

Q. And the issues of the publishers since the strike have included local advertising matter, have they not?

A. Yes, sir.

Q. Since the strike have the publishers processed any "bogus"?

A. No, sir.

* * *

[1138] * * * *Recross Examination.*

Q. (By Mr. Van Arkel) It is true, is it not, that as the closed shop was operated in the newspaper publishing industry in Chicago you have in the past employed only persons who were union members?

A. Most certainly—in the composing room.

* * *

[1139] * * * Q. (By Mr. Van Arkel) Have you had occasion in your dealings with the International Typographical Union to observe any instance in which they have attempted to force any person to join the union against his will?

A. I have not.

* * *

JAMES A. GRIFFIN, JR. was called as a witness by and on behalf of the National [1140] Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Trial Examiner Leff: What is your full name?
The Witness: James A. Griffin, Jr.
Trial Examiner Leff: Please state your address.
The Witness: 10444 Bell Avenue, Chicago.
Q. (By Mr. Sinsheimer) By whom are you employed, Mr. Griffin?
A. By the Sun and Times Company.
Q. What position do you hold with that company?
A. I am business manager of the Chicago Times.
Q. How long have you held that position?
A. Eight years.
Q. How long have you been employed by the Chicago Times?
A. Since 1930
Q. The Chicago Times was operated as a separate newspaper until when?
A. It was operated as a separate newspaper until September 28 or 29, I have forgotten the exact date, but that is within two or three days.
Q. Of 1947?
A. That is correct.
Q. And at that time the Chicago Times was operated in conjunction with the Chicago Sun, is that correct?
[1141] A. Yes, sir.
Q. About that time, then, the Chicago Sun began to be published on the presses formerly used by the Chicago Times?
A. That is right.
Q. As business manager of the Chicago Times did you participate in any labor negotiations of the Chicago Newspapers Publishers Association?
A. I did, sir.
Q. Were you present at meetings held between the Association and the union commencing about July 30, 1947?
A. Yes, sir.

Q. Were you present at a meeting held on September 3, 1947?

A. Yes, sir.

[1143] * * * Q. Can you tell what occurred at the meeting on September third?

A. Yes. At the start of the meeting President Pilch acknowledged receipt of a letter from Mr. O'Keefe in which Mr. O'Keefe had said that the publishers still desired to reach an agreement and work out a contract.

Mr. Pilch said that the union committee had not come to the meeting to reach the conclusion contained in the letter. He said that we must be aware of the ITU position; and that there would not be any signed agreement.

Mr. O'Keefe then asked him:

"You mean you will not bargain for a written signed agreement?"

Mr. Pilch replied:

"We will not have a written signed agreement. We have asked for a meeting to discuss our conditions of employment."

Mr. O'Keefe asked:

"Would that be a unilateral agreement?"

Mr. Pilch replied:

"That is correct."

[1144] * * * Mr. O'Keefe pointed out that the union was complying with three of the four provisions in 8(d)1 of the Taft-Hartley and asked:

"Why do you not comply with the four provision of that section and sign an agreement when it is reached?"

Mr. Pilch replied that they were not going into the various phases of the law. He said that the union had a definite policy that would be pursued. He said the legal advice that had been given the union was that they were required to give a 60-day notice and a 30-day notice; that they were going to live up to their present contract until its expiration, as it was ITU policy to do so.

He then repeated:

"We are not going to have a written contract, and you know we are not. That is final."

Mr. Rhoden then said:

"Well, you know it is impossible for us to sign a

contract. The ITU has a policy. We could not do anything about it. Our international law prevents it now."

* * * *

[1183] * * * Trial Examiner Leff: The hearing will come to order.

Mr. Sinsheimer: I have in written form now a motion to amend the complaint in case No. 13-CB-6, that is, the complaint based on the charge of the Chicago Newspaper Publishers Association.

This motion to amend the complaint puts into written form the matters which I stated on the record verbally the day before yesterday, and on which the Examiner ruled.

I am, accordingly, asking the reporter to mark as Board's Exhibit A-1-D for identification a motion to amend the complaint that I have just referred to.

(Thereupon, the document above referred to was marked Board's Exhibit A-1-D for identification.)

Mr. Sinsheimer: I will now offer Board's Exhibit A-1-D for identification in evidence.

Mr. Van Arkel: I have no objection.

Trial Examiner Leff: There being no objection, Exhibit A-1D is admitted in evidence.

(The document heretofore marked Board's Exhibit A-1-D for identification was received in evidence.)

* * *

[1312] * * * T. E. WOODARD called as a witness on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Trial Examiner Leff) What is your full name, sir?

A. T. E. Woodard.

Q. Where do you live?

A. 605 Bristol Lee, Arlington Heights.

Q. (By Mr. Sinsheimer) By whom are you employed, Mr. Woodard?

A. By Knight Newspapers, Inc.

Q. What newspapers are published by the Knight Newspapers, Incorporated?

A. The Chicago Daily News, the Detroit Free Press, and the Akron Beacon Journal.

[1313] Q. What is your position with the Knight Newspapers, Incorporated?

A. I am the production manager.

Q. Of all of the papers?

A. Yes, sir.

Q. In conjunction with your duties as production manager of all the papers, are you familiar with the operations of the Chicago Daily News?

A. Yes, sir.

Q. How long have you held your present position?

A. I have been with the Knight's since March 26, 1915.

Q. And how long have the Knight Newspapers owned the Chicago Daily News.

A. Since October 18, 1944.

Q. Have you been production manager of all of the papers since that date?

A. Yes. sir.

Q. Including the Daily News?

A. Yes, sir.

Q. What other positions have you held with the Knight Newspapers?

A. Well, I was a printer on the Beacon Journal. I was assistant foreman on the Beacon Journal. I was foreman of the composing room of the Beacon Journal, I was mechanical superintendent on the Beacon Journal. I was [1314] production manager on the Beacon Journal and the Detroit Free Press and now production manager on the Free Press, the News and the Beacon Journal.

Q. And when you were a printer with the Beacon Journal, were you a member of the International Typographical Union?

A. Yes, sir.

Q. Were you a member in 1915?

A. April 19.

Q. And have you been a member of that organization ever since?

A. Yes, sir.

Q. And still are?

A. Yes, sir.

Q. Now, do you know anything about the development of the "bogus" material, that is, about "bogus" came about?

A. Well, "bogus" was on the contracts and in the ITU law when I became a member. As a young sprout an old-timer told me its inception, and that is about my knowledge as to how "bogus" started—

Q. What were you told at that time?

A. I was told at that time that it was formerly processed for advertisers, local advertisers, to run the same ad in all the papers, in a city, and that the publishers got together and decided that one company would set the ad for a period of time and give mats to the other papers, and [1315] thereby do away with the composition on the other papers. After a certain period of time, one of the other papers would set the ads and supply mats to the other papers. In other words, whatever number of papers there were getting the same ads, they would divide the time up with one setting.

Q. In other words, from what you were told when you first became a printer in 1915, it was that the newspapers originally each prepared separate ads in a city where there several newspapers, and that then the newspapers arranged to have one of them set the ads?

A. I don't know as that was the way I understood it. I understood it more in this way, that the advertising, or the companies doing the advertising, didn't want to prepare three different pieces of advertising, and they would prepare one, and then hustle the proof to the other papers, which was usually laid, rather than to go through that procedure—they would set the ad completely, and then supply the other paper with a mat.

Q. When the newspapers—when that practice began with the newspapers, that is, one newspaper preparing the proof and sending it to the others, did the union take any action about that?

A. No, not so far as I know, the preliminaries had all been taken care of. In Akron there were three papers at that time, and all three papers were setting their own ads. [1316] Q. All three papers were setting their own ads in Akron in 1915?

A. Yes, either in original form or by process or reproduction. If they got a mat it was "bogused," "deadhorse", they called it.

Trial Examiner Leff: Then I take it by 1915 the "bogus" practice had already been established?

The Witness: Oh, yes.

Q. (By Mr. Sinsheimer) Now, how did you understand that that "bogus" practice developed? As I understood your testimony, you said that first each newspaper had been receiving ads separately, and that then the advertisers began to send it to one paper which made up the proof and sent the proof to other papers?

A. Or a mat.

Q. Or a mat. Well, now, at that time, at that point, was there any "bogus" requirement?

A. Beginning with my time, yes.

Q. I mean, Mr. Woodard—what I am trying to get is what your understanding was in 1915 as to how the first demand for "bogus" arose?

A. Well, I am a bit confused. I thought I had explained that. If copy was identical, it would be set by one paper, and a mat or a proof supplied to the other paper, and, as I understood it, it was mostly mats which were supplied.

[1317] Trial Examiner Leff: Well, to cut it short, at whose request was this "bogus" practice first initiated? Did the union request it, or did the publishers request it? Did you hear anything about it?

The Witness: I don't know about that.

Trial Examiner Leff: I know you have no personal knowledge.

The Witness: That is right.

Trial Examiner Leff: But you spoke to printers, didn't you, and you studied some of the history of your union, and I am asking you whether you heard how that practice was first initiated?

The Witness: Well, I think I said—

Trial Examiner Leff: Is that what you are trying to get at?

Mr. Sinsheimer: That is what I am asking Mr. Woodard.

The Witness: The printers were concerned over the loss of work that was coming about through the practice of giving these mats with one setting.

Trial Examiner Leff: Do you know about how long this "bogus" procedure has been in operation?

The Witness: I am sorry, I don't know.

Trial Examiner Leff: Do you know whether it was in operation before the turn of the century?

The Witness: No, I don't. I might embellish that

[1318] resume at bit. Along with that, this fellow told me that, also, some publishers were concerned about that, that they were getting what they called the short end of it. The advertiser was sending him the copy because he had better facilities, and he had to set it all the time.

Q. (By Mr. Sinsheimer) In other words, then, you were told that the printers were objecting to the matter being set up only at one plant, and asking that it be set up at all, and some of the publishers were also objecting that all of it was being sent to one publisher to be set up?

A. That is right.

Q. Now, at the time you became a printer, "bogus" was in effect at Akron. Since that time, have there been any changes in the practice with respect to "bogus"?

A. Oh, yes, there have been lots of changes.

Q. Well, what significant changes that you recall?

A. Well, that spread out from that point that I have just mentioned whereby the same ad was run in all the papers as merchandising methods progressed, the advertisers started sending new copy to all the papers. Therefore, they did away with the need of that particular instance, and if the newspapers didn't have the type faces that the advertiser wanted, he began sending his advertising down to commercial shops, and having the commercial shop set the ad and then either send the type, or a plate, or a mat of that ad into the [1319] publisher's.

Q. Well, now, what is the normal practice in Chicago today? Does an advertiser send the same advertisement to each newspaper, or does he send a different advertisement to each newspaper?

A. I would say that the practice in Chicago is almost 100 percent different copy.

Q. Do you know what the reason for that is?

Trial Examiner Leff: You mean, different copy to each paper?

The Witness: Yes. Well, the reason for that is, I think they can get more items in more papers. They have a half dozen items in a certain paper, and half a dozen in another, and so on. Thirty, 35 years ago, the advertiser seemed to want everything he could advertise for sale in his ad, and they were packed up, set in solid form, no white space, and few illustrations, and so on.

As time developed and advertising was given greater

study, they found out that they could get greater reader interest if they loosened up their advertising, put in more illustrations, and more white space.

Well, of course, that cut down on the number of items that they could present in one package.

Trial Examiner Leff: The theory is, then, if a woman, let us say, is shopping for a dress, she will buy all the [1320] papers to see what is being sold around town, and she might find one dress advertised in one paper for a given store, and another in another, is that it?

The Witness: No, I don't think that is it.

I think if an advertiser, we will say, advertises in the Daily News to attract a class of women for a particular type of dress that he has for sale, that is, that possibly if he advertises the same day he would advertise in another paper to men or younger girls or children, men's suits, or as the case might, also to the class of readers that the paper might have.

Q. (By Mr. Sinsheimer) Does that method of placing somewhat different advertisements in each newspaper also afford the advertiser an opportunity to determine which paper is the best advertising medium for him?

A. Yes, I would say that was right. He can check on that very closely.

Q. Then, is there much transfer of advertising material from one newspaper to another in Chicago?

A. In complete form?

Q. That is, in the form of a mat or proof?

A. I wouldn't say there was much transfer of material between one paper and another. Illustrations, possibly.

Q. What does most of the "bogus" material which is set and "bogused" in Chicago papers consist of?

[1321] A. Well, as I see it, the bulk of it is from ads that are set in commercial shops and sent in to the newspapers.

Q. Now, has it always been necessary to "bogus" ads set in commercial shops?

A. No.

Q. How long has that been necessary?

A. Well, since the words "previously used" were taken out of the "bogus" clause.

Q. When were those words taken out of the "bogus" clause in Chicago?

A. I think those words taken out of the "bogus" clause in Chicago just before I got into the labor relations end of the business here in Chicago.

Q. Was that about three years ago?

A. I would say that, about that time, possibly two years ago.

Q. In other words, material "previously used" did not have to be "bogused" under the former clause, is that right?

A. That is how I would say it was interpreted, and I believe that is how it worked. An ad that was set in a commercial shop was set ostensibly by union printers and would come in and was processed without having to be reproduced. As it is used now, when it comes in, we will say it is set by union printers in the beginning, never used anywhere but in the paper that it is being published in, and has to be reset [1322] by union printers again under the present "bogus" clause.

Trial Examiner Leff: Well, in your opinion, do advertisers sometimes prefer to have the work done in a commercial shop first?

The Witness: Well, there are a couple of reasons, one with which I violently disagree. One is, they think the printers in job shops can do a better job. The other is—that is the one with which I don't agree—the other is that the job shops do keep up with the newer faces of type that are brought into being, and that are put up to the commercial offices for sales, and sometimes on a friendship basis.

Trial Examiner Leff: Thank you.

Q. (By Mr. Sinsheimer) Just so we are perfectly clear, how does the "bogus" clause read before the word—I believe the "bogus" clause previously had the words in that "matter which was previously used had" or "had not to be reset." Which way did it read?

A. When the words "previously used" were in the "bogus" clause such ads were not reproduced or not subject to reproduction if only used in one newspaper.

Q. In other words, the ads from the job shops did not have to be reproduced when the words "previously used" were in the contracts?

A. Were in the "bogus" clause.

[1323] Q. Were in the "bogus" clause, and when the words "previously used" were removed from the "bogus" clause, then the ads set in job shops had to be reproduced?

A. That is right, qualifying that to the point that it was local advertising.

Q. That is, subject to the qualification that you are just making, that the "bogus" clause is applicable only to local advertising?

A. That is right.

Q. Now, do you know how that change came about in the Chicago contract?

A. Not being present at the meetings, I don't think I don't think I could speak with definiteness.

Q. Do you know whether that change has cost the Chicago publishers—whether that change has involved any cost to the Chicago publishers?

A. It is very evident that it did.

Q. Now, other than the change with respect to the removal of the words "previously used" from the "bogus" clause, have there been any other significant changes in the "bogus" clause?

A. Yes, there were a couple of instances over disagreement on what should and what should not be included in "bogus" material prior to 1946.

Q. What were those disagreements?

[1324] A. The disagreements were to this extent. Certain ads were being reproduced in some offices of the Association and not reproduced in others. The disagreements came about through the insistence of the union that all ads being reproduced in the various plants be reproduced in all plants alike.

Q. Do you know what the outcome of that was?

A. Well, it was settled by the insertion of the new "bogus" section in the present contract, setting forth various types of ads that were subject to "bogus" which hadn't been before.

Q. In other words "bogus" clause in the 1946 and 1947 contract included matters which had not previously been subject to bogus?

A. Well, I will say it this way, that they included ads that were not reproduced in all the plants of the Association in town.

Q. So that the new contract made it clear that those ads had to be reproduced in all of the plants of the Association?

A. That is right.

Q. Has there been any further attempt to extend the "bogus" clause?

A. Bogus clauses during the past negotiations were not brought under discussion. If you mean since the inception of the 1946 contract—

Q. Yes.

[1325] A. To my knowledge, so far as the Daily News is concerned, I don't think there have been any.

Q. Do you know whether the "bogus" clause in the conditions of employment presented on October 19 or 20 is the same as that in the 1946 contract?

A. I am afraid I don't understand the question or get the dates right.

Trial Examiner Leff: The question is whether any changes were made in the "bogus" clause as it appears in the conditions of employment from the way it appeared in the previous contract?

The Witness: In our contract?

Trial Examiner Leff: Yes.

The Witness: I haven't compared them, but if they are unchanged from the printed form in the conditions of employment, it is altogether different. I know in the printed form of conditions of employment submitted there is no listing of various ads as there is in the contract.

Q. (By Mr. Sinsheimer) Well, Mr. Woodard, I will refer you to Board's 10-M, particularly Section 36, and ask you whether in your opinion that particular clause is any different from the clause in 1946 to 1947 contract which appears therein as Section 12?

A. I would say that was entirely different. Reading here, "The union prescribes no obligation or duty for or on behalf [1326] of its members to work on any particular product not wholly produced in the shop in which they work."

That would include all national or general advertising if it was carried out to the letter.

Q. In your opinion, then, is Section 36 of Board's Exhibit 10-M an extension of the "bogus" clause in the contract of October 21, 1946 or not?

A. Very definitely, yes.

Q. Mr. Woodard, do you know whether the newspapers of Chicago have received any advertisements from local advertisers other than union job shops?

A. I know of none.

Trial Examiner Leff: I am looking at Exhibit 10-M. I am curious to know why this extends "bogus" to national advertising. How do you read that into this Section 36?

The Witness: I will be glad to explain, Mr. Examiner.

Trial Examiner Leff: Yes. I may be confused.

The Witness: "The union prescribes no obligation or duty for or on behalf of its members to work in any particular product not wholly produced in the shop in which they work."

You mean, how does that connect up with "bogus"?

Trial Examiner Leff: Yes, you see, I read further down where it says, "It shall be the duty of the union members", and so forth.

The Witness: "It shall be the duty of union members to [1327] produce as original matter with the same effect and standards all matter inserted in the page meeting the following description: any advertising originally set within the jurisdiction of aforesaid union, any advertisement, wherever set, advertising the business of any concern that is in the local field. * * * "

I believe my appraisal of that originally will have to be revised.

Trial Examiner Leff: Well, maybe not after Mr. Sinsheimer gets through with you. I mean, that is how it strikes me on first impression, but I see Mr. Sinsheimer has a gleam in his eye. I don't know what he is coming to.

Q. (By Mr. Sinsheimer) Is is presently necessary to reset every advertisement of every concern that does local business?

A. If they fall within the category of those ads set forth in the contract, yes.

Q. Yes, but does that extend to every concern that may do local business, does that extend to all of the stores such as—would that extend to any other chain of stores that might come into the city other than those covered in the contract?

A. I they were in like position, I would say yes.

Q. That is, at the present time?

A. It has been. I don't know of any that have come in, but let's assume that another company started up like Bond's and they did business on the same basis as

Bond's, I would say [1328] that that would extend to such companies or concerns.

Trial Examiner Leff: In short, under your last contract, the "bogus" provisions applied to all local establishments and certain national establishments, which had stores which catered just to a local trade?

The Witness: That is right.

Trial Examiner Leff: And which are specified in the contract by name?

The Witness: That is right.

Trial Examiner Leff: After specifying it in the contract, the contract also provides that it should apply to any other clothing or shoe advertisements of a similar nature coming solely within these classifications when such advertises as a local retail chain or organization with headquarters either in Chicago or outside of the Chicago area that sells direct to consumers through retail stores owned or controlled in the city of Chicago?

The Witness: Yes. The reason that those were listed —maybe I don't have to go on.

Trial Examiner Leff: Well, go ahead.

The Witness: The reason that those listings were made was because there was a great difference of opinion between the union representatives and the publisher representatives as to what had to be reproduced. At one meeting we had in the publishers' office, the union committee, of which Mr. [1329] Larkin was the spokesman, contended that ads like automobile ads, Buick, Cadillac, Chevrolet and so on, had to be reproduced, because they had the name of the dealer and his address on at the bottom, or that a radio or refrigerator or similar national items, items of national interest that had a distributor or a local dealer, should be reproduced.

Q. (By Mr. Sinsheimer) Now, under the clause which is in Board's Exhibit 10-M, can you determine whether an advertisement of Buick or Cadillac which has the name of the local dealer on it has to be reproduced or not?

A. I would say it would not have to be, if the same interpretation was given to it that was given to us at the time we made this "bogus" clause.

Q. With respect to what is the Section 12 of the present contract, have stores such as Bond's clothes and Richman's had their advertisements "bogused" ever since 1915?

A. No. I can't speak for Chicago, but Bond's has quite a history in my memory. Bond's started out of Cleveland. Richman's started out of Cleveland, and they an Ohio concern, and in the beginning we didn't "bogus" Bond advertising. It came down from out of town, was considered national advertising, and wasn't "bogused." As time went on, the union took the position that theirs was a local ad. They had come in to town with a local store and should be "bogused" and left us alone on Richman's, or left Richman's out of it, and then, [1330] the next year, they decided that Richman was to be included the same as Bond's was.

Q. What city was this in?

A. Akron.

Q. In other words, when you were first in Akron, the advertisements of Bond's stores did not have to be "bogused," is that right?

A. Richman's did not have to be "bogused."

Q. When you first were working at Akron, at the Beacon Journal, did the advertisements of Bond's store have to be "bogused"?

A. No, Bond's did not have to be "bogused."

Q. About when did Bond ads have to be "bogused"?

A. Oh, two or three years after they started.

Q. What year was that?

A. Well, Bond didn't start in Akron until about 1921, '22.

Q. Then it would be about 1924 when they first had to be "bogused"?

A. Yes.

Q. What about Richman's, did they have—

A. Richman's had been in business previously.

Q. How long had they been in business in Akron?

A. Richman had a store in Akron when I went there.

Q. In 1915?

A. 1915.

[1331] Q And it was about 1925 when their advertisements had to be "bogused"?

A. That is right. We called them then and still call them "deadhorse" in Akron.

Q. Do you know why "bogus" developed as to local advertising in the first instance, as opposed to national advertising?

A. Well, I expect—I think I better have that question again.

(The question was read.)

The Witness: Well, I think I answered that in the beginning to the best of my ability and knowledge, so far as local advertising was concerned, but national advertising never was a part of that. Now, as time went on and I grew older and got a little deeper into the mire of the newspaper business, I found that there was considerable difference in the rate between local and national advertising, and that local advertisers were considered the bread and butter accounts of the local newspaper. They were with the newspaper in good times and in bad times, where national advertisers, if the pinch came, could pull their copy, and the publisher would have no revenue.

I wondered about that particularly because national advertisers paid, and still pay, a higher per-inch or per-line rate than local advertisers do, and that, I learned that that was true because the publishers were anxious that [1332] local advertisers get the benefit of as low a rate as was possible, in order that they could and would be with them day after day and month after month.

Q. Do the publishers want a "bogus" clause at the present time?

A. I don't think so.

Q. Does the Chicago Daily News want a "bogus" clause?

A. No, sir.

Q. With respect to the operations of the Chicago Daily News, approximately how many employees did that company have working on the ad side?

A. I don't believe I can answer that accurately, but I would estimate 85 to 90 on the ad side exclusively.

Q. Would you need as many men if you did not have the "bogus" material?

A. Well, I think the work could be re-arranged to cut off three or four of them.

Trial Examiner Leff: In a shop of how many?

The Witness: 85 or 90.

Q. (By Mr. Sinsheimer) Have you prepared any figures as to the dollar value of material "bogused" at the Chicago Daily News in the year 1947?

A. Since—yes, I have.

Q. Do you have those?

A. I have previously turned over to the publishers' [1333] Association the entire year of 1947. In this, I have taken only the figures given me by the accounting department from August 22 down through November 22, and with that I have only the columns set up through October 4, and why I don't have the columns set after October 4, I can't tell you. They are just not available. October 4 was the last week in which the Sun operation and the News operation were together, and there were so many reports required when the Sun was there that upon their going, we killed a lot of them, and that may have been why, I said I didn't have to have them.

Q. May I see that?

A. Yes.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 16—for identification a document dated January 16, 1948, consisting of one page.

(Thereupon, the document above referred to was marked Board's Exhibit 16 for identification.)

Mr. Van Arkel: We object to the exhibit, Mr. Examiner, on the same grounds on which we previously objected to these figures, as completely hypothetical and speculative, and in this case, on the additional ground that it already appears from the testimony that during at least a portion of this period this represents the cost per two, rather than a single newspaper.

Mr. Sinsheimer: I don't believe that is Mr. Woodard's [1334] testimony.

Q. (By Mr. Sinsheimer) Mr. Woodard, was Board's Exhibit 16 for identification prepared under your supervision and direction?

A. Yes, he records for the News and the Sun were kept separate and apart.

Q. And was Board's Exhibit 16 taken solely from the records of the News?

A. The figures given there are for the Daily News only.

Trial Examiner Leff: May I see that sheet?

Mr. Sinsheimer: Yes.

Trial Examiner Leff: How do you compute the cost of "bogus"? Are you computing the extra cost? Do you know what I mean? You have a four months period here,

I take it, or not quite, but from August 22 to November 22. You show a cost of $2996.97. Would that be the cost to the News of producing original matter?

The Witness: That is what it costs to reproduce the "bogus" during that period.

Trial Examiner Leff: Yes.

The Witness: Now, that is just the labor cost.

Trial Examiner Leff: Yes, but in view of the fact that certain of that labor is done during lull periods, it doesn't necessarily mean, for example, that if you had no "bogus" you would have saved $2,996 during that period?

[1335] The Witness: On the contrary, Mr. Examiner, I say that if they didn't have to reproduce that "bogus" that was represented there, the payroll, the expense to the company, would have been less by whatever that figure is.

Trial Examiner Leff: It would have been precisely $2,996 less?

The Witness: That is right.

Trial Examiner Leff: I will admit Board's Exhibit 16. Objection overruled.

(Thereupon, the document previously marked Board's Exhibit 16 for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Does the Daily News keep a record of the cost per column of producing advertising?

A. Yes, sir.

Q. And is "bogus" handled in the same manner on the Daily News as other advertising?

A. I don't know how it is handled in any other plant, but at the Daily News the amount of time put in on the work sheet as having worked on "bogus" is the time computed and charged against "bogus."

Q. And that is just the labor cost of the "bogus"?

A. That is right.

Q. With respect to the "bogus" material set at the Chicago Daily News, is that material ever used? Is there any intention [1336] to use it?

A. Oh, no, I don't think I want to say that it is ever used. There might be an occasion, probably once in a hundred times or more, when you would go back and pick that ad up.

Q. In other words, there might be one occasion in,

you say, several hundred, in which you might want to use it or might use it?

Mr. Van Arkel: Mr. Examiner, the witness clearly stated perhaps once in a hundred times. I see no reason for Mr. Sinsheimer to use the words and say "once in several hundred times."

Trial Examiner Leff: The witness did say once in a hundred times.

Mr. Sinsheimer: He said a hundred times or more, if the record will be re-read. I listened to the answer very carefully.

Trial Examiner Leff: Well, what is it, Mr. Woodard?

The Witness: Well, any answer that I give would be purely a guess, but I would say if any "bogus" material were used once in a hundred times, that that would be a very conservative figure.

Q. (By Mr. Sinsheimer) When the "bogus" material is produced, though, is there any intention that it is to be used?

A. No.

[1337] Q. Does it take more or less time to set "bogus" material than other advertising material?

A. Once through, no. "Bogus" material is treated just the same as any other advertising.

Q. Is there any slack time on the ad side of a newspaper?

A. Oh, yes, there are periods, but that slack time is more or less taken up through consideration given the "bogus" clause in the beginning.

Q. If it weren't for "bogus" clauses, could you reschedule your work so there would be no such period?

A. Almost entirely so.

* * *

[1351] * * * *Cross Examination.*

* * *

[1355] * * * Q. Ten. Mr. Woodard, in your personal judgment would the elimination of reproduction clauses in the printing industry be a good thing?

A. Yes, sir.

Q. You think that it should be eliminated entirely from all situations?

A. Yes, sir.

Q. Would it have the effect of throwing a good many [1356] printers out of work?

A. Well, that depends upon the way you look at it. I think if—you are asking me my personal opinion?

Q. That is right.

A. I think if the reproduction were entirely eliminated the amount of money represented by such elimination in savings to the publisher could very possibly be spread over the entire composing room operation and those working would benefit to that extent.

Q. Have you ever discussed the problem of passing any such savings on to the advertisers.

A. No, I haven't. That is not part of my business.

Q. Do you know whether or not the industry would be willing to pass any such savings on to advertisers?

A. I think the industry would be willing to pass a goodly portion of that on to the workers.

Q. You mean by that that they would not to the advertisers?

A. That is out of my sphere and I can't speak.

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[1358] • • • Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit A-1-E an order or a copy of an order dated January 14, 1948, entitled "Order Consolidating Cases" signed on behalf of the Board, Robert N. Denham, General Counsel.

(Thereupon the document above referred to was marked Board's Exhibit A-1-E for identificaion.)

This provides that Cases 9-CB-5 and 13-CB-6 are consolidated for the purpose of hearing only.

I will offer Board's Exhibit A-1-E in evidence.

Trial Examiner Leff: Any objections?

[1359] Mr. Van Arkel: No, sir.

Trial Examiner Leff: Exhibit A-1-E is admitted.

(The document heretofore marked Board's Exhibit A-1-E for identification was received in evidence.)

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Mr. Sinsheimer: All right.

I propose to stipulate that all employees covered by [1360] the unit set forth in paragraph 6 of the complaint, which is in evidence as A-1-C in case No. 13-CB-6, were on August 22, 1947, and have been continuously since that day

members of the Chicago Typographical Union Local No. 16, and of the International Typographical Union.

Mr. Van Arkel: I am willing to stipulate to that, Mr. Examiner, with one reservation which I think Mr. Sinsheimer will not object to, that is, that the whole question whether or not by becoming a member of the local one becomes a member of the International, or whether in fact one can be said to be a member of the International is among the problems which I think we are litigating, and by stipulating that they were members of Local 16 we do not thereby stipulate that they become members of the International Union except as membership in Local 16 might carry that result.

Mr. Sinsheimer: For the purpose of this proceeding I will accept Mr. Van Arkel's reservation.

Trial Examiner Leff: Do you qualify your proposed stipulation accordingly by striking out "and the International Typographical Union?"

Mr. Sinsheimer: I think we can omit that from the stipulation. Of course, we will contend that they are members of the International Union, but I will accept the reservation and perhaps should restate the stipulation.

[1361] Trial Examiner Leff: Very well.

Mr. Sinsheimer: I will stipulate, then, that all employees covered by paragraph 6 of the complaint in Case No. 13-CB-6 were on August 22, 1947, and have been continuously since that date members of Chicago Typographical Union Local No. 16 of the International Typographical Union.

Mr. Van Arkel: That is satisfactory.

Trial Examiner Leff: Well, we are fortunate in having Mr. Hamilton back with us. I take it he joins in the stipulation?

Mr. Sinsheimer: I think we had better have it read to him.

Mr. Hamilton: If I may just check. Did you finish it, Mr. Sinsheimer?

Mr. Sinsheimer: Yes. If we can have it read.

Trial Examiner Leff: Will you read the stipulation?

(Record read)

Mr. Hamilton: Yes.

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Mr. Sinsheimer: We will further stipulate that all employees covered by the contract which is in evidence, that

is, the contract of October 21, 1946, to October 21, 1947, between the Chicago Newspaper Publishers Association and Chicago Typographical Local No. 16, were, [1362] on August 22, 1947, and have been continuously since such date, members of the Chicago Typographical Union Local No. 16 of the International Typographical Union.

Mr. Van Arkel: That is satisfactory.

Trial Examiner Leff: Substantially the same stipulation, isn't it?

Mr. Sinsheimer: Substantially the same. I just wanted to cover that in both respects.

Trial Examiner Leff: All right; stipulation approved.

Mr. Sinsheimer: I propose the following stipulation: That on October 21, 1947, a telegram was sent by Mr. John J. Pilch, President of the Chicago Typographical Union No. 16 to the chapel chairman of each of the newspaper members of the Chicago Newspaper Publishers Association, and then posted on the bulletin board in each composing room pursuant to the direction of Mr. Pilch; that this telegram contained the following sentence, "There being no contract now in effect members will act in accordance with local and International Law," and then signed John J. Pilch, President, Chicago Typographical Union No. 16.

Mr. Van Arkel: Well, I am willing to stipulate, Mr. Examiner, that such a telegram was sent, was received and was posted. I object to its relevancy or reception in evidence on the ground that it relates to the internal affairs of Chicago Local No. 16.

[1363] Trial Examiner Leff: Objection overruled. Stipulation approved.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 17-A a paper headed "Chicago Tribune," and the first item under "A" is "The Nature of United States Newspaper Business."

(Thereupon the document above referred to was marked Board's Exhibit 17-A for identification.)

Mr. Sinsheimer: As Board's Exhibit 17-B for identification a paper headed Chicago Journal of Commerce.

(Thereupon the document above referred to was marked Board's Exhibit 17-B for identification.)

Mr. Sinsheimer: As Board's Exhibit 17-C for identification a paper headed "Chicago Sun and Times Company."

(Thereupon the document above referred to was marked Board's Exhibit 17-C for identification.)

Mr. Sinsheimer: As Board's Exhibit 17-D for identification a paper headed "The Chicago Daily News, Inc."

(Thereupon the document above referred to was marked Board's Exhibit 17-D for identification.)

Mr. Sinsheimer: As Board's Exhibit 17-E for identification a paper consisting of two pages headed "The Chicago Herald American."

(Thereupon the document above referred to was marked Board's Exhibit 17-E for identification.)

[1364] Mr. Sinsheimer: I propose the following stipulation with respect to Board's Exhibits 17-A through 17-E, inclusive; that if duly qualified officials of the respective newspaper companies, the Chicago Tribune, The Chicago Journal of Commerce, the Chicago Sun and Times Company, the Chicago Daily News, Inc., and the Chicago Herald American, were called as witnesses and duly sworn, that they would testify concerning the business and commerce of the respective companies exactly as set forth on Board's Exhibits 17-A through 17-E, inclusive.

Mr. Van Arkel: I don't know that that is a stipulation, Mr. Sinsheimer. I will agree that if they were called they would so testify.

Trial Examiner Leff: That is all he is asking you to do, I take it.

Mr. Sinsheimer: We can put the stipulation in the form that we will stipulate that the business of the respective newspapers is, and the facts concerning that business are, as set forth on Board's Exhibit's 17-A through 17-E, inclusive. Will you make that stipulation, Mr. Van Arkel?

Mr. Van Arkel: Yes, or the former stipulation.

Trial Examiner Leff: I can't hear you.

Mr. Van Arkel: I said yes I will make either the latter or the former. It just seemed to me the form in which Mr. Sinsheimer put the first was not in the form of [1365] a stipulation but merely a stipulation that if witnesses were called they would so testify.

Trial Examiner Leff: Well, I suppose Mr. Sinsheimer would prefer the latter.

Mr. Sinsheimer: I would prefer the latter if Mr. Van Arkel would enter into that stipulation.

Mr. Van Arkel: Yes.

Mr. Sinsheimer: Is that agreeable with Mr. Hamilton?

Mr. Hamilton: Yes.

Trial Examiner Leff: Is that agreeable to you, Mr. Hamilton?

Mr. Hamilton: Yes.

Trial Examiner Leff: The stipulations are approved.

Mr. Sinsheimer: I am offering Board's Exhibits 17-A through 17-E in evidence.

Trial Examiner Leff: 17-A through 17-E, inclusive, are admitted in evidence.

(Thereupon the documents above referred to were marked Board's Exhibits 17-A to 17-E, both inclusive, and received in evidence.)

Mr. Sinsheimer: I will have 17-E as soon as Mr. Martin makes a change with respect to the dollar value.

I believe Board's Exhibit 17-A as offered contained the words, "And the cost of excessive news print was in excess of five million dollars."

[1366] Mr. Van Arkel asked a question with respect to Board's Exhibit 11-D for identification as the second column bears the words "Retail Columns original advertising set," and I believe you asked whether that included, one, classified advertising, and, two, national advertising.

I can state that it includes no classified advertising. As to national advertising, if it was set by the Chicago American it would be included, but it would not otherwise.

Mr. Van Arkel: That is, by that, then, matter received from national advertisers, for example, are not included in that total?

Mr. Sinsheimer: As I understand it, that is correct.

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Mr. Sinheimer: I will offer Board's Exhibit 11-D in evidence.

Trial Examiner Leff: Isn't that in already?

Mr. Sinsheimer: I didn't think it was.

Trial Examiner Leff: I had thought that 11-D had been received. If not, it is received now.

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[1368] * * * JOHN F. O'KEEFE was thereupon recalled and testified as follows:

Direct Examination.

Q. (By Mr. Sinsheimer) Mr. O'Keefe, are you acquainted with the history involved in the "previously used" clause?

A. I am acquainted with the circumstances under which it was eliminated from the contract,—

Trial Examiner Leff: What are you talking about now, the "bogus" Clause?

Mr. Sinsheimer: That is right.

The Witness: (Continuing) —in 1945.

Q. (By Mr. Sinsheimer) Now, prior to 1945 what did the contract provide with respect to "bogus?"

A. I shall not try to use the exact wording of the contract, of the contract laws, but it provided that retail advertising presented in mat, plate or type form not [1369] previously used must be reproduced in the manner generally provided with respect to reproduction of copy.

Q. What occurred in the 1945 negotiations?

A. Well, I may say first, in 1944, I believe October, 1944, a contract was signed to and signed for one year with the provision that only wages and hours would be discussed the following year, and that if an agreement was not reached on wages and hours by October 21, 1945, the entire contract would then be open for negotiations.

Four months prior to October 21, 1945, the usual notice was received from the union of its desire to discuss wages and hours. We had a number of meetings and finally reached an agreement with the scale committee of the union about October 10th or 11th, 1945, which provided for a wage increase of $5.00, day and night, $5.00 per week, day and night; a reduction of night hours from thirty-six and a quarter to thirty-five; an increase in the extra allowance for extra workers who worked less than four days during a week from 50 cents a shift to $1.00 a shift; straight time pay for holidays when scheduled to work and not worked; and double time for such holidays worked; a change in the apprentice scale and a so-called consolidation and liquidation severance clause, in other words, a clause which provided that in the event of liquidation or consolidation em-

ployees who lost their [1370] jobs as a result thereof received certain compensation up to four weeks' pay.

That agreement as I said was reached with the local committee around October 10th and the local committee agreed to recommend it to the membership of the union.

We got out a regular circular to the members indicating that these proposed changes in the contract would be presented to the union for consideration on October 14th—

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The Witness: In that circular the scale committee, local scale committee of the union indicated that they [1371] were recommending this for acceptance.

At that time there was a national controversy over the acceptance of the general laws of the ITU and when the proposal or agreement came up for discussion at the union meeting—this is hearsay—Mr. Randolph was at the meeting and recommended that it be turned down and it was turned down.

The next we heard from the union was after Ocobert 21, 1945, when Mr. Randolph came in and we had not proceeded very long before he told us that we had to accept the laws, the general laws, and make them a part of the contract or we won't have a contract. Understand, as I said before, the agreement not having been reached by October 21st the entire contract was open for discusson. An agreement reached prior to October 21st could not have included a discussion of laws.

The publisher members of the association finally decided, in order to avoid any difficulty, to accept the laws.

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[1372] • • • Q. (By Mr. Sinsheimer) Did you agree to the "recognition of laws" clause?

A. Yes, sir.

Q. And following that, did Mr. Randolph insist on anything else?

A. Yes, he insisted on several additional changes in the contract including the elimination of the words "previously used" in the contract on the theory that in order to conform to the ITU law, and he stated this, we had to eliminate those words.

Q. And what did the publishers have to say to that, if anything?

A. Well, we indicated that would just add a lot of additional cost to the operation but he insisted that that [1373] was it, so we finally accepted it.

Q. What difference did this make from the previous practice?

A. As a result of the elimination of the words "previously used," copy produced in speciality shops, union ad shops in Chicago, and turned over to the newspapers either in mat form, plate form or type form, had to be reproduced even though that advertisement had not been previously published in any of the Chicago newspapers.

Prior to the elimination of "previously used" when copy came in in the forms I have indicated, having been produced in Chicago and not previously published in the Chicago newspapers, the paper which first published that ad was not required to reproduce it.

Trial Examiner Leff: Before the contract was signed did you have any discussion about that clause?

The Witness: You mean with the local?

Trial Examiner Leff: After Mr. Randolph, as you say, insisted that the clause go into the contract did you have any discussion about that clause?

The Witness: Yes, sir.

Trial Examiner Leff: Did you present your views?

The Witness: We indicated that it would just add additional costs to the operation; yes, we did.

Trial Examiner Leff: After the discussion you agreed [1374] to change the contract in that respect?

The Witness: That is correct.

Q. (By Mr. Sinsheimer) Mr. O'Keefe, with respect to the Conditions of Employment presented by the union on October 19th or 20, or on October 20, 1947, in your opinion is the "bogus" clause contained therein any different from the "bogus" clause contained in effect in the October, 1946 to 1947 contract?

A. Yes, it is.

Q. In what respect?

A. Well, we have an unusual clause in our present contract, or the contract that expired on October 21, 1947, in that as a result of that little controversy which has been previously referred to in testimony, in the Herald American, we spelled out and actually listed certain ads which we had previously construed to be general ads and not subject to reproduction.

Now, as I say we spelled them out, we spelled these specific ads out as being subject to reproduction after that October, 1946, contract was signed.

I believe in the Conditions of Employment "bogus" proposal that the clause could be construed as including national advertising which was created in Chicago.

One paragraph of the proposed clause in Conditions of Employment reads as follows: "Any advertising originally [1375] set within the jurisdiction of aforesaid union; any advertising wherever set advertising the business of any concern that is in the local field." In my opinion that could be construed to include any number of so-called national advertisements which happen to be created in Chicago, and that perhaps due to the fact that the general headquarters of the particular national advertiser was located in Chicago.

Q. You were referring to Board's Exhibit 10-M?

A. Yes, sir.

Trial Examiner Leff: Did that subject come up during the course of your negotiations in 1947?

The Witnes: This one, you mean?

Trial Examiner Leff: Yes, when you were discussing the proposed contract?

The Witness: Not in that; no, sir.

Trial Examiner Leff: In the course of your negotiations with the union did you ever mention to any of the union representatives the possibility that this type of clause might be construed as you indicated?

The Witness: I would have to go back into a little history briefly.

Trial Examiner Leff: Do so.

The Witness: Again I refer to that controversy that has been referred to by other witnesses here in 1946. [1376] At that time the organizer of the union, at least, who sat in on some of these discussions with us, took the position that any ad with a local address on it, even though it was a national ad, was subject to reproduction, and he referred specifically to a Studebaker ad, Studebaker automobile ad. Incidentally, Studebaker is in this area, in the so-called Chicago area, and there were several other ads mentioned at that same time, and of course we insisted that we would under no circumstances reproduce any national ads.

Trial Examiner Leff: Well, what was the result of your insistence?

The Witness: We did not reproduce them.

Q. (By Mr. Sinsheimer:) In your opinion—

Trial Examiner Leff: I do not believe that you have quite answered my previous question, however, Mr. O'Keefe. My question was simply this. In your negotiations in 1947, did you ever take up with the union or state to the union that in your view they were trying to extend the operation of the "bogus" clause? There was no discussion at all about the "bogus" clause, I take it?

The Witness: No, sir, there was no discussion at all about bogus in the 1947 negotiations.

Q. (By Mr. Sinsheimer:) Was there a reason for that, Mr. O'Keefe?

[1377] A. We just didn't get to it.

Q. That is, you didn't get to the point of discussing those clauses of the contract beyond the subject of framework, is that right?

A. Well, now, wait. I want to take that back a little, Mr. Examiner.

Trial Examiner Leff: Yes.

The Witness: "Bogus" was mentioned once in an incidental way. I think we were—when Conditions of Employment first came up we asked what about the priority on shifts, and I believe the answer referred to the proposal which the union had adopted prior to the enactment of the Taft-Hartley Law, and I recall in connection with that, for instance, they said that they had indicated in that proposal what their desires were on that.

Now, there was some such reference to "bogus" also. That is the only reference to "bogus" that I recall at any time in the 1947 discussions.

* * *

[1390] EDWARD FRANCIS FANNING was called as a witness by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Trial Examiner Leff: What is your full name?

The Witness: Edward Francis Fanning.

Trial Examiner Leff: Where do you live, Mr. Fanning?

The Witness: 5845 Magnolia Avenue, Chicago.

Q. (By Mr. Van Arkel) What is your business or profession, Mr. Fanning?

A. Printer.

Q. And by what newspaper have you been employed?

A. The Chicago Tribune.

Q. When did you first start work for the Chicago Tribune?

A. October, 1910.

Q. And prior to that time had you been in the printing business?

A. Yes, sir.

Q. When did you first become a printer?

A. I joined—do you mean when I became a member of the union?

Q. No—well, all right, very good.

A. Or became experienced in printing?

Q. When did you first join the union?

[1391] A. In San Francisco.

Q. In what year?

A. September, 1894.

Q. When did you first come to work in Chicago?

A. October, 1910.

Q. I see. Now, Mr. Fanning, I wonder if you would tell us, in your own words, what you know of the origin of the reproduction clause in the Chicago contract?

A. Yes. I had several conferences with members of the Typographical Union during my membership in Chicago.

Mr. Colwood, the past president of the Chicago Typographical Union, when a controversy arose on the opening of a contract after the 1911 award, Mr. Walter Barrett, president of No. 16, at that time opened the contract on a differential in the scale, that the proofreaders had been neglected in the award, and I was asked by Mr. Barrett to attend a conference in the union headquarters, in conjunction with the scale committee, and Mr. Colbert was present also, an employee of the Tribune.

I, incidentally, remarked to Mr. Barrett that I supposed the reproduction issue would be in the picture again. Mr. Barrett answered, "No, I don't think so. It is just a question of this neglect of the proofreaders that had been overlooked in the 1911 Award."

Then I had a conversation with Mr. Colbert, and he [1392] told me the origin of the bonus issue, as regards Chicago, and how it started in 1896.

It appears that in the Chicago Tribune, Mr. Joseph Medill, the publisher at that time, had been burdened with ads for other stores in Chicago, and setting the original composition, and then matrices had been furnished to other papers, of which I believe there were seven at that time, and they were all getting matrices, paper mache matrices, from the Chicago Tribune.

Mr. Medill sat up and took notice and wanted to know why he had such a large composing room on the hand side, when the other publishers, some of them didn't have half the force.

It was explained to Mr. Medill that he was setting the ads for these other papers.

So he put in a protest on it. They examined the ads, and these ads were all solid—solid type. Some of them involved many hours of composition.

Mr. Colbert subsequently showed me proofs of those ads which he had in his locker at that time, with the dates marked on them.

Mr. Medill protested as to why the other publishers should be the beneficiaries of his composing room, of which he appeared to have the best in Chicago at that time.

The controversy arose, and in a conference Mr. Medill [1393] proposed that the publishers do some resetting on these ads and relieve the burden from the Chicago Tribune. That is how the issue started.

Later on Mr. Barrett asked me if I would go over to the Tribune and see Colbert, and ask him if he would have supper with him that evening. He wanted to discuss scale matters with him. There were going into conference with the publishers. It was on Monday, and that was my night off, so I went over to the Tribune about 2:30 in the afternoon.

Mr. Colbert was working days, and we again discussed the issue, and he said, "Wait a minute, I will show you something."

So he went to his locker and he brought out a roll of ads that he, as secretary of the Tribune Chapel, had cut out of the Chicago Tribune from time to time.

He said: "Look these over." Each ad had a date marked on it. I kidded him, and I said, "Why did you keep all of those relics all these years?" This was 1912.

He said: "Just as souvenirs." He said: "We had them in the picture at that time, and I have a faculty of keeping those kind of thins." He picked up an ad, and he said, "How long do you think it would take a printer to set that ad?"

It was one of Lloyd's, a junk store just south of Buck [1394] and Rayner's Restaurant.

I looked it over very carefully. It was set in solid 6-point, all hand set, with foundry type. The monotype had not come into the picture at that time.

I said, "Mike," I says, "I defy any printer to set that ad—" —I said, "Do you mean by himself?" He said, "Yes." I said, "I challenge any printer in the world to set that ad in less than eighteen hours." He said, "I don't believe Bond's could do it." I said, "Probably not."

Bond was a type-setting expert that got prizes in hand set compositions.

He said, "Of course, you know those were cut up into takes."

I counted them, it was 200 agate lines deep, by three columns, and it had boxes around. I don't know how many sections, but they were all bargains, it was one of these, "Something for Nothing Stores," over here on State Street, and it had all brass rule borders on it.

He said, "Well, that is why Mr. Medill protested composing all this class of ads."

So I went through them, and I counted, all told, 220, and after I got through with them, I said, "Mr. Colbert, I don't see Marshall Fields ads in here, or Carson, Pirie" —and I named a couple of other high class gent's furnishing stores.

[1395] He said: "No, and you never will, either." I said, "Why?" He said, "Marshall Field and Carson Pirie always protested having their ads printed from the matrices." He said they wanted a clear print and thought they could only get that from the lead press, and they refused to have their ads transferred.

That is how it came about that at a subsequent conference in 1919, when we had a run-around given us by the Publishers Association, that is to say, we had an expired

contract that run practically for a year and a half, and we found our way into the War Labor Board, and Mr. Thomaston, then manager of the Chicago Tribune, went down to Washington and protested the filing of that before the War Labor Board, before Judge Taft, —that is the father of Senator Taft of the famous Taft-Hartley bill—and Mr. Taft threw the case out, and threw it back into Chicago.

Well, the printers got real mad about it. So we called a conference in the Fraternity Hall down here on Adams Street. We had previously selected three men from each chapel to take the matter up with the publishers.

* * * * *

[1396] We went in as a committee, and I was chosen as the chairman of the committee. Before we went in we conferred among ourselves. I said, "We will stand for no rough stuff. We will have no delay of production on these papers." And I said, "It will be submitted to us in there."

* * *

That evening I had occasion to go down to the Tribune, and Mr. Knowlberg says—he was the superintendent of the Tribune—"You are the very man I am looking for." He said, "I have found the other two and I have been looking for you." I says, "What is the matter?" He said, "Colonel McCormick wants to see you at nine o'clock tonight up in his editorial quarters." I said, "All right." He said, "He wants to talk to his own shop committee."

We went up there, but before we went up there we discussed the issues, and I said, "I suppose the bogus ques-[1397] tion will come up there."

"Now," I said, "Mr. Swinehart, if this comes up, you take that: Klinger, you take that; and I will take the bogus."

We went up and the Colonel met us. Colonel McCormick was pleasant and spoke very frankly and said, "Well, gentlemen, as far as the Tribune is concerned, it feels ashamed of the conduct, that is, the way the union has been jostled around."

We had been jostled around by Mr. Carey, who was secretary of the Publishers Association at that time, and by John Eastman, of the Chicago Journal, who had con-

sistently put this bogus issue in and managed to filibuster all sessions on it. We knew that.

Colonel McCormick stated: "The Tribune will be pleased to give you an increase, a substantial increase, but", he says, "there are difficulties." He said, "Unfortunately, we are members of an association. For my part I wish there was no Publishers Association, and I wish there was no printers' union, because I believe we would get along fine."

I said, "Colonel, unfortunately these conditions exist, and they have got to negotiate." He said, "That is true, but", he said, "there are impediments. You put barriers in the way."

I said, "What do you mean by that, Colonel?"

[1398] "Why," he said, "Like, for instance, you require our weak sisters to reset matter." And I said, "Make it clear." "Well," he says, "like poor John Eastman." He used the words "poor John Eastman on the Chicago Journal."

He said, "He is struggling. The Tribune is prosperous, but poor John can't do it."

Before I went up there I had gone up to the composing room and examined the ad hooks. There were ads set up four, five and six times before they would give them an O. K.'d proof, and the Tribune stood for all the overhead. Sometimes new cuts were inserted.

Lyon and Healy was one particular one that had that habit. They had a large stamp in 36-point saying, "Sixth O. K., Mat to Journal."

So I told that to the Colonel. I said, "Colonel McCormick, has it ever dawned upon you that you were about 30 per cent responsible for the production of the Chicago Journal?"

He said, "How could that be?" I said, "I can take you down to your own composing room and show you proofs set up four and five times, and after you got them O.K.'d poor John got a perfectly good mat, he put it in the casting box, casted it, trimmed the cut up, and it was on the press. As a result of that there are only five situations in the ad room of the Journal, where I just counted 38 in the Chicago [1399] Tribune."

* * *

[1400] So we met the following afternoon in the LaSalle Hotel, and we kept the scale committee in the offices out of the picture altogether, and we selected three men from the sub-committee, or these office committees, to confer with the publishers. We selected Swinehart, Klinger and Otto Rosner from the Examiner-American at that time.

They were only gone about two hours, and they came back with a proposal of a five dollar increase and back pay to the time the last commercial award had been made, which had passed the newspaper scale in the meantime.

* * *

[1401] Q. (By Mr. Van Arkel) Mr. Fanning, the contract that was concluded in 1919, after the discussion which you had with Colonel McCormick, continued to include a reproduction clause, did it not?

A. Oh, yes, it has been in the contract ever since 1897.

Trial Examiner Leff: 1897?

The Witness: 1897, yes. That is the first contract I discovered that it appeared in.

You see, the controversy arose over what was known as "fat", a relic of the hand set days. "Fat" was stuff like markets, and shipping stuff, and stock markets, and so forth. That was only set up once a week, but it was corrected daily, and the chapels claimed that in those days, and when the linotype production came in all that stuff was set up every day and the "fat" was surrendered by the printers to the publishers, and that was one of the considerations in the bogus negotiation, the surrender of "fat".

* * *

[1403] * * * JOHN J. PILCH, a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

Trial Examiner Leff: What is your full name?

The Witness: John J. Pilch.

Trial Examiner Leff: Where do you live Mr. Pilch?

The Witness: 1511 Hyde Park Boulevard.

Direct Examination.

Q. (By Mr. Van Arkel) Mr. Pilch, will you describe the method by which or the procedure which any local of the International Union must follow before a strike can be called?

A. When a local negotiating committee comes to a point where negotiations reach an impasse the union then authorizes the officers to notify the International Union. The [1404]International Union then sends in either the president or his representative to come in and sit with the parties in an effort to try to assist the local committee to reach a settlement.

Failing in that, the International officers then submit a report to the membership of the local union and the report contains the messages to the members of what had transpired in the negotiating committees that they participated in.

The local committee then makes recommendations as it sees fit in order to accomplish what is desired in the way of a wage scale or whatever other conditions they may choose to want to strike for.

In his particular situation the scale committee recommended that the membership adopt a wage scale which was done by secret ballot, a vote of 1672 to 12. After that vote was taken, then the membership voted to request the executive council for permission to take a strike vote in order to effectuate the wage scale it had adopted. That was done by majority vote. In this case the union acted unanimously in requesting the council for permission to take a strike vote.

Q. Do you recall about how many were present at that meeting that participated, Mr. Pilch?

A. Approximately two thousand of our members were present.

[1405] After permission was obtained from the executive council the membership was notified by printed notice that a strike vote would be taken on a date following the action of the meeting in requesting permission to take a strike vote.

The printed notices were distributed to every chapel within our jurisdiction notifying them that the voting would take place between 6 and 8 p.m. on November 24th. The vote was taken by secret ballot and all members in good standing and who had six months' membership in the local union were eligible to participate in the strike vote.

The vote was taken, as I indicated before, on November 24th and the result of the voting was 2,330 to strike to effectuate the wage increase, and 16 against.

That is the procedure. And then the publishers in this instance were notified that unless the wage scale was paid the members by its own action would strike.

Q. Now, was further approval of the International executive council necessary before the strike could become effective thereafter?

A. No, the full authorization to take the strike vote, and if the strike vote was—if three-fourths of the members present at the meeting voted to take a strike vote, [1406] voted to strike, rather, why, then the strike would be in progress, depending on whether or not the publishers refused to pay the wage increase as adopted by the union.

Q. Is that a provision of the International laws, Mr. Pilch, that in order to call a strike there must be a three-fourths vote in favor of striking in an election conducted by secret ballot?

A. That is correct.

Q. Now, Mr. Pilch, I ask you to identify certain documents marked Constitution Typographical Union, March 16, 1945, and Changes in the Constitution and By-laws of Chicago Typographical Union No. 16, Revised April, 1947. Are those the constitution and by-laws of the union which are presently in effect?

A. They are.

Mr. Van Arkel: Mr. Examiner, I ask that the documents which the witness has just identified be marked as Respondent's Exhibit 7.

Trial Examiner Leff: The constitution will be marked as Respondent's Exhibit 7-A and the by-laws as Respondent's Exhibit 7-B.

(Thereupon the documents above referred to were marked Respondent's Exhibits 7-A and 7-B, respectively, for identification.)

Mr. Van Arkel: And that they be received in evidence.

[1407] Trial Examiner Leff: Any objection?

Mr. Sinsheimer: No objection.

Trial Examiner Leff: 7-A and 7-B are received.

(The documents heretofore marked Respondent's Exhibits 7-A and 7-B, respectively, for identification, were received in evidence.)

Q. (By Mr. Van Arkel) In general, Mr. Pilch, have the relations between the International Typographical

Union and Chicago Typographical Union No. 16 and the members of the Chicago Publishers Association been satisfactory until the year 1947?

A. Generally so, yes.

Q. Were those relations up to 1947 conditioned upon agreements which provided for a closed shop?

A. Yes.

Q. Has it been traditional among the members of Chicago Local No. 16 to refuse to work with non-union men?

Mr. Sinsheimer: I will object.

The Witness: Yes, it has.

Trial Examiner Leff: Overruled.

Mr. Sinsheimer: I will object unless there is a showing that they have refused to work on any occasion with non-union men, or the occasion arose.

Trial Examiner Leff: You can develop that on cross examination. Please proceed.

[1408] Q. (By Mr. Van Arkel) I believe you answered the question, haven't you, Mr. Pilch?

A. I said yes they have.

Q. Have there been any circumstances in Chicago within the jurisdiction of your local union where union members have at times worked with non-union men?

A. Have there been—

Q. Have there been instances where union men at times have worked with non-union men?

A. Yes, yes.

Q. Under what circumstances?

A. Well, it is one of the avenues open to labor organizations, our own as well, in order that we may establish union conditions in what we call non-union shops. We have on occasions used that method of organizing these non-union shops. Those are the occasions where some time or another union men do work in close proximity with non-union men.

Q. Have there been any other circumstances in which union men worked with non-union men?

A. No.

Q. Would you say that the refusal to work with non-union men is a principle which is deeply ingrained in the membership of your local organization?

A. I should say it is. It is one of the things that one becomes a member of the Typographical Union—it is one

[1409] of the first traditional principles of our organization that he just doesn't work with a non-union man.

Q. And for how long has that been a principle of the Typographical Union, Mr. Pilch?

A. Since its inception, as far as I know.

Mr. Sinsheimer: I want to renew the objection and move to strike the entire line of questioning as being irrelevant, immaterial and incompetent.

Trial Examiner Leff: Overruled.

Q. (By Mr. Van Arkel) In your judgment has the closed shop contributed to the satisfactory relations which heretofore existed between the members of the Chicago Publishers Association and Chicago Local No. 16?

Mr. Sinsheimer: Objection.

The Witness: Very definitely.

Trial Examiner Leff: I will let it go.

Mr. Van Arkel: I am sorry. I did not hear that.

Trial Examiner Leff: I will overrule the objection.

Q. (By Mr. Van Arkel) Could you explain that answer, Mr. Pilch? Would you like to amplify it?

A. One of the great reasons is because of the standards that we have for membership which indicate that a member of the Typographical Union is a competent workman and there is no great question as to his ability to perform the work that is required in any of the newspaper plants. [1410] The apprenticeship training system that we have—

Q. When you say "we" you mean the International Typographical Union?

A. The Typographical Union. It is one of the best recognized and one of the best in the industrial field in the country. Those training methods provide a basis for good, competent workmen, and consequently the labor market area which has afforded the employers great numbers of help through members of the union has contributed to the success of these newspapers.

Q. I wonder if you would describe for us, Mr. Pilch, the system of traveling cards used by the Typographical Union?

A. The Typographical Union has a universal system of traveling cards whereby a member located in Chicago who desires to avail himself of the opportunity of going to a warmer climate in winter time can request a travel-

ing card from the secretary-treasurer of the union. That is given to him without charge.

He then takes that traveling card and deposits it with the secretary of the local union in which jurisdiction he desires to work. That privilege is given to him without charge. He then is given a working card in the jurisdiction where he chooses to work.

Q. Traditionally, have printers moved about in their employment, Mr. Pilch, a good bit?

[1411] A. I didn't hear the question.

Q. I say, have printers moved around the country a good bit in the course of their employment?

A. I would say that on an average they do move about during periods of unemployment; not too greatly when work is stable.

Q. Is a union shop governed by union laws, rules of the union?

A. Members employed in the union shops are governed by local and International laws.

Q. Would it be true that this system of traveling cards allows a member to go from one place of employment to another and fit into the new scheme with a minimum of difficulty?

A. Definitely.

Q. Do you think that such would be possible in the absence of a union shop?

A. I think it would work a hardship on our people if the union shop was absent.

Mr. Sinsheimer: I just want to renew my objection, Mr. Examiner, to the line of questioning for this reason. I can't quite see what this particular proceeding has to do with the desirability or non-desirability of the closed shop or the union shop.

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[1412] Mr. Van Arkel: Well, it is obvious from Mr. Sinsheimer's objection that he completely misconceives its purpose. We expect to establish, Mr. Examiner, first what the conditions were before the Taft-Hartley Act was passed. Those are the questions I have been directing to Mr. Pilch.

We expect to demonstrate the hardships which the provisions of the Taft-Hartley Act placed upon this union. We then expect to demonstrate the steps which this union

took within the law to meet the problems which were raised by the Taft-Hartley Act, including among other things the clause in Form P-6 (A) by which employers are asked to recognize that this union can not compel its members to work with non-union men because of this long tradition in the industry, and that therefore the refusal [1413] of individual union members to work with non-union men shall not be considered a breach of an agreement.

• • •

[1414] Mr. Van Arkel: I would further like to say, Mr. Examiner, that of course we disagree with Mr. Sinsheimer's statement that a closed shop condition is illegal under the Taft-Hartley Act. A closed shop agreement is clearly legal and this union has at no time since the Taft-Hartley Act was passed asked for a closed shop agreement. They have very carefully avoided any such request and it is not involved in this case.

Trial Examiner Leff: Well the question in this case is whether the imposition of a closed shop agreement or a closed shop condition would cause an employer to violate Section 8(a)3.

Mr. Van Arkel: We say that an employer can violate the law by entering into a closed shop agreement. We have not asked any employer to do that.

Obviously, Mr. Examiner, if a hundred per cent of the employees of a particular company want to belong to a particular union they have a perfect right to do so, and the existence of a closed shop condition, we submit, is not even evidence that any law is being violated, nor do we think—

Trial Examiner Leff: I think one of the issues in this case is whether the enforcement or attempt at enforcement of a closed shop union causes or attempts to cause an employer to discriminate again non-union employees [1415] who might desire to obtain employment.

Mr. Van Arkel: Well, our answer to that of course is—

Trial Examiner Leff: I don't know what the answer is yet, Mr. Van Arkel.

Mr. Van Arkel: If I may briefly state our answer now. It is that it is a question to be dealt with when and if it arises, and it has not arisen up to this time. Mr. Sinsheimer has pointed out no case, and is unable to point

out any case in which this union has attempted to cause discrimination against any person. We can sit here and take all of this testimony, Mr. Examiner—

• • •

[1416] Q. (By Mr. Van Arkel) In your judgment, Mr. Pilch, would the union be able to compel its members to work with non-union men?

A. A. No.

Q. Have instances of that kind arisen?

A. We had one incident about two weeks ago.

Q. Would you describe that, please?

A. In one of our shops that we in printer's language call a "one-man shop," one of our members who has been employed in the plant for approximately ten years, and the only compositor that was employed in the plant, re-[1417] ported that when he came to work on Monday morning, without notice, the employer had hired a non-union printer, and so without knowing just what the employer desired he immediately, without questioning any one, left the employ of this employer because of that fact, on his own volition. Then he reported it to me and so in an endeavor to find out just what the situation was I called the employer by phone and he indicated that he was going to retain the services of this non-union man because of the fact that if there were any difficulties in the future, why, he would have some one there on the job, but the fact is that he desired to replace this member of our union with a non-union man for those obvious reasons.

Q. Did the union in any way induce this union member to quit his employment?

A. No.

Q. When the non-union man was hired?

A. No.

Q. Did the agreements which the union had with the Chicago Newspaper Publishers Association, Mr. Pilch, contain provisions by which the union reserved the right not to work on struck goods?

A. Yes, that is correct.

Q. What was the meaning of the term "struck goods" in those agreements?

[1418] A. The meaning of the term "struck work" was that our members had the right through that contractual provision to refuse to work on matter which was termed

"struck work" that came from a non-union shop or a struck shop or an unfair publication. They were advised, the members were advised, whether or not this material came from such an employer, and they in their judgment then were given that right through the contractual provision to refuse to work on that type of material.

Q. Now, could you explain briefly for us the importance of that principle from the point of view of the union?

A. Well, my personal viewpoint is that the retention of the right of our members to refuse to work on struck work is a means by which our members can live. It is a human principle that one member of the union has the right to assist another member of the union.

For instance, if one of our shops went out on strike and then that employer attempted to get his work done in another shop where others of our members were employed, it certainly would be an act that would permit some of our members to destroy the living standards of our other members, such as is being done today by the Chicago Newspaper Publishers Association. They are in effect trying to cram down the throats of our commercial employers—

* * *

[f419] Trial Examiner Leff: Strike out that part of the answer beginning with "such as."

Q. (By Mr. Van Arkel) Now, Mr. Pilch, has that problem of struck goods been a serious problem with the Chicago Newspaper Publishers Association?

A. It has.

Q. Would you describe briefly what that problem has been?

A. The problem is this, that the newspaper publishers endeavoring to get their type set have requested employers who are employing our members to produce that work, and have been successful in getting a great deal of it done.

Q. Now, why have your members in the commercial shops set these advertisements for the newspapers?

A. Because of the apparent restriction of the secondary boycott provision of the Taft-Hartley Law.

Q. And in the absence of any such provisions in the Taft-Hartley Act your members in the commercial shops would refuse to set those ads?

A. They certainly would.

Q. Was this advice to your members, Mr. Pilch, given [1420] in an effort to observe the provisions of the Taft-Hartley Law?

A. It was, yes.

Q. Have there been instances prior to 1947, Mr. Pilch, in the history of Local No. 16 where the membership of the union has taken rank and file action without the authorization or against the desires of the union officials?

• • •

Please answer the question.

The Witness: I believe there have been just a few instances of minor importance.

Q. (By Mr. Van Arkel) Do you recall when any of those were, Mr. Pilch?

A. We had a disturbance here about five or six years ago, I believe, when certain newspaper publishers caused to have locked out some of our members and the act, I believe, of the publishers was determined because of some desire on the part of the individual members to try to do something about effectuating a settlement of a contract at that time.

Q. What action did the rank and file take at that time? [1421] A. I guess they got as lazy as they thought the publishers were.

Q. Did the officials of the union make any effort to stop such action?

A. They did. They advised the members to return and do a normal day's work in order that the program for trying to come to some agreement could be followed.

Q. Now, there has been some testimony here, Mr. Pilch, with respect to losses of production on the Chicago daily newspapers beginning about October 21st on the expiration of the old contract. Could you tell us in your own words what knowledge you have of any such loss of production; and what if anything you did about the problem?

A. The first time that I knew anything about alleged slow-downs, which I think you are referring to, was by way of a telegram signed by the Chicago Publishers Association. It was sent to me during the latter part of October. Following the receipt of that telegram I personally visited the composing rooms of each Chicago publisher, the Newspaper Publishers Association shops, rather, and

advised the members in each chapel of the receipt of the telegram and requested information as to whether or not the allegations of a slow-down were true.

I found none. The members informed me that they were impatient, they were worried about what was going [1422] to happen because of the fact that the negotiations were not going on as well as they thought they should, and perhaps some of them were worried to the point where it affected their work, but so far as any slow-downs were concerned, I found no actual evidence of any slow-down.

• • •

Q. Were you present at a chapel meeting at the Sun-Times about the latter part of November, shortly before the strike?

A. I was.

Q. Will you tell us what hapened at that chapel meeting?

A. I was notified by phone that one of our members, The Sun-Times chapel, had been discharged and the request [1423] was made that I come to the chapel to see what could be done out it. The men were working when I arrived there and I immediately called them into session to find out just what the situation was.

I was then informed that the reason that one of our members was discharged was because he didn't slug his linotype take.

So after I had been informed of what the situation was, I then requested the foreman to reinstate the man because I felt that the discharge was definitely not in order, that the penalty imposed upon the man for the act that he was alleged to have—not performed; rather, was too great for refusal to put his slug on his take.

Q. Do you recall the name of the union member who had been discharged?

A. Elmer Peers.

Q. Did you in the course of your investigation find out what kind of work Mr. Peers had been on?

A. Mr. Peers had been on—works on the linotype machine and his job was to set up racing form charts—race charts—and other charts which prior to that time had never required a slug on that particular work.

Q. Could that work be identified as to its source without a slug?

A. Yes, because of the nature of it. It was a race chart [1424] which is something different from anything else that appears in the paper.

Q. I interrupted you, Mr. Pilch. Will you carry on from that point? What happened then?

A. I requested the foreman to reinstate the man and he said that he didn't have the power to reinstate the man, that he would have to consult with the management.

So a little later on, why Mr. Griffin, one of the executives of the Times, was in his office and I sought to straighten out the matter but Mr. Griffin constantly advised the foreman that he ought to do this and that and the other things so far as the discharge was concerned. In other words, he told him what to do when I asked the foreman the question.

• • •

[1425] • • • A. The general foreman indicated that he could not reinstate Mr. Peers because he had received instructions that any one who refused to slug their takes was discharged and that was the end of it.

So then he was asked on what condition he would reemploy Mr. Peers. So then he went back to the management again.

That occurred two or three or four times, and it took from forty-five minutes to an hour and a half to get the answer from him on the various suggestions that were made in an endeavor to settle the situation.

Finally, after complete refusal to reinstate the man, I recommended that the men return to work and that [1426] the matter take the usual course outlined in union procedure.

• • •

[1427] • • • Q. Have you been employed in commercial composing rooms, Mr. Pilch?

A. In commercial composing rooms, yes.

Q. On what operations?

A. My last employment prior to being elected president of the union was in a shop that is known the trade as an agency ad shop.

Q. What does the agency ad shop do in general?

A. It performs work for advertising agencies in the nature of newspaper and magazine and trade journal ads.

Q. What was your job in that shop?

A. I was a hand compositor.

[1428] Q. Did you also do mark-up work?

A. Yes, the nature of the work in an ad shop required that most all of the employees in the shop mark up and do everything that is required in the setting of an ad.

Q. What is the process of marking up, briefly described?

A. The process of marking up is when copy is received, manuscript copy is received, from a customer and the layout of the ad indicates the size, width and depth, and then it is necessary for the compositor to mark up the sizes of type that are necessary to use in head lines and also in what is known as the text matter of an ad.

Q. Now, is there any difference in the time requirement on marking up on live matter and on reproduced matter?

A. Yes, there is a difference.

The production of live matter from manuscript copy takes much longer time than the reproduction of an ad that has already been printed because it is necessary to work from manuscript copy in producing a live ad, it is necessary to space it out to a point where if cuts are involved it takes time to get the right space, and if a cut is involved sometimes there is dead metal that has to be chopped off and fitted into an ad, in order to make it complete and usable.

• • •

[1430] Q. Would it be fair to say that the whole process of marking up is substantially eliminated in working on reproduced matter?

A. Well, substantially so because the reprint ad shows the size, and through the training that a printer has, why, he automatically knows the size of a piece of type when it is reprinted and just marks it down, but in producing a live ad, why, he has to judge the space by the manuscript copy.

Q. What percentage of the total time of setting a live ad would be taken up in the process of marking up?

A. Well, it depends on the size of the ad, of course. The percentage of time possibly in a full page ad would probably be, marking up a live ad, would probably be from an hour to an hour and a half, and a reproduced ad or reprint ad would probably take about a half hour.

Q. And what would be the total time required to set a live ad of that same size?

A. A full page ad?

Q. Yes.

A. Why, time would vary from possibly from six to twelve hours, depending on the amount of type that is in it, and the number of cuts that have to be placed in it, and so forth.

If the ad is a white ad it would not take as long. Some ads contain a lot of cuts, and naturally the time is [1431] different.

• • •

[1432] Q. About how many daily newspapers are there altogether in the Chicago area?

A. Well, approximately sixteen.

Q. Are all of them union shops?

A. All of them with the exception of the Chicago Newspaper Publishers at present employ our members.

Q. How were negotiations handled with those newspapers not members of the Newspaper Publishers Association prior to 1947?

• • •

The Witness: Yes. Of the sixteen two of the daily papers are Polish language papers, and we have had separate agreements with them and direct negotiations with them. The others, we have never had any negotiations with them, with one exception, and that exception was the Chicago Defender, and we had an initial agreement with them when the shop was organized. The others, whenever negotiations with the Chicago Newspaper Publishers Association resulted in agreement, the terms and conditions of that agreement were placed in effect through notice to the employers in the composing rooms. The increased wages or whatever other changed conditions were brought about by a new agreement [1433] were automatically placed into effect in these other newspapers.

Trial Examiner Leff: Did you also enter into signed agreements with the other newspapers?

The Witness: No.

Trial Examiner Leff: Except with the Chicago Defender on one occasion, is that right?

The Witness: When it was initially organized.

Q. (By Mr. Van Arkel) Now, Mr. Pilch, use this to refresh your recollection, if you like, and could you give us the names of the other daily newspapers in Chicago not members of the Chicago Newspaper Publishers Association?

A. The Abenpost, the Chicago Defender, Grovers Journal, Hammond Times, Life Printing & Publishing Company, the Polish Daily News, Polish Daily and Weekly Zgoda, Bulletin Record Publishing Company, Daily Racing Form, Illinois Sports News.

Q. Was your organization responsible in any measure for the original formation of the Chicago Newspaper Publishers Association?

A. Well, that goes back beyond my memory. However, I believe that the union some fifty or fifty-five years ago desired to bring about relations with employers, and was responsible more or less for trying to get a group of employers to negotiate with instead of doing it originally.

Q. Now, has it been a consistent policy of the union [1434] since that time to enlarge the number of publishers with whom they deal at one time?

A. Yes.

Q. Have you yourself made any efforts along that line?

A. I have in a general way. I suggested to some of the publishers and also the commercial employers that they ought to affiliate with either the Chicago Publishers Association or the Franklin Association where it deals with the commercial employers in order that the most harmonious relations could prevail by the exercise of every one of those people who were involved in making better agreements, and so forth.

Q. From the point of view of relations in the printing trades would it materially, in your judgment, assist if all of the newspaper publishers were dealt with at one time?

A. Yes, I think so.

Q. And has it been your objective to attain a unified organization representing employers?

A. Well, as I said, generally speaking, I have endeavored to try to get the employers to band together so that we could work out things much better.

Q. Has that been true on the commercial side as well as the newspaper side?

A. Yes.

• • •

[1435] Q. (By Mr. Van Arkel) Mr. Pilch, after the expiration of the contract in late October of 1947, were the members of your organization disturbed?

A. They certainly were.

Q. Have there been any previous occasions when prior to the expiration of the agreement the publishers had refused to discuss wages or other economic conditions?

A. Not to my knowledge.

Q. Was the fact that the publishers refused to discuss wages or other economic conditions resented by the members of your organization?

A. It certainly was.

Q. Had that caused a considerable amount of confusion in the composing rooms?

A. I would say it did, yes.

Q. Now, in so far as there may have been any falling off of production after the close of the agreement, did the union give any instructions of any kind to the members of the organization to engage in slowdowns?

A. None whatsoever. There were no instructions of any [1436] nature in that direction either oral or written.

* * *

[1437] * * * Q. (By Mr. Van Arkel) Were there on and after August 22, 1947, any non-union men employed in any of the plants in the composing rooms of the Chicago Publishers Association?

A. No.

Q. Have the foremen on all of the newspapers, members of the Chicago Newspaper Publishers Association, been union members?

A. Yes.

Q. Has the union since August 22, 1947, had to take any kind of action to induce those men to remain members of the union?

A. No.

Q. As far as you are aware, have they all voluntarily remained union members?

A. Yes.

Q. Has any publisher or any other member of the Chicago Publishers Association made any objection to their remaining union members?

A. No, none that I know of.

Mr. Van Arkel: I think I have nothing further, Mr. Examiner.

Cross Examination.

Q. (By Mr. Sinsheimer) Mr. Pilch, did you ever do anything or take any action which might cause members of the union to [1438] engage in a slowdown?

A. No.

Q. Did the local union ever take any action that might cause members of the union to engage in a slowdown?

A. Do you say does, or did?

Q. Did it?

A. No.

Q. Did any officer of the local union take any such action?

A. No.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 18-A a paper headed "Newspaper Scale Bulletin No. 1."

As Board's Exhibit 18-B for identification, a paper headed "Newspaper Scale Bulletin No. 2."

As Board's Exhibit 18-C for identification, a paper headed, "Newspaper Scale Bulletin No. 3."

As Board's Exhibit 18-D for identification, a paper headed, "Newspaper Scale Bulletin No. 4."

As Board's Exhibit 18-E for identification, a paper headed "Newspaper Scale Bulletin No. 5."

As Board's Exhibit 18-F for identification, a paper headed, "Newspaper Scale Bulletin No. 6."

As Board's Exhibit 18-G for identification, a paper headed, "Newspaper Scale Bulletin No. 7."

[1439] (Thereupon the documents above referred to were marked Board's Exhibits Nos. 18-A to 18-G, inclusive, for identification.)

Mr. Van Arkel: No objection.

Trial Examiner Leff: Are you offering 18-A through G?

Mr. Sinsheimer: I will offer them.

Trial Examiner Leff: Exhibits 18-A to 18-G, inclusive, are received in evidence, there being no objection.

(The documents heretofore marked Board's Exhibits Nos. 18-A to 18-G, inclusive, for identification, were received in evidence.)

* * *

[1442] * * * Q. (By Mr. Sinsheimer) Now, you did testify to one incident about a union man refusing to work with a non-union man. What kind of a plant was that in?

A. Commercial plant.

Q. How many employees did it have?

A. Totally?

[1443] Q. Yes.

A. About eight, I believe.

Q. Was that a plant organized by the union or not?

A. It has been in existence for so long I don't know just how it was organized.

Q. Well, do you presently have a contract covering that plant, or not?

A. That plant—no, we have no contract. Our contract with the Franklin Association under which this shop operated expired December 3, 1947. We have no contract.

Q. Are the other employees in that plant members of the union?

A. Members of what union?

Q. Of Chicago Typographical Union No. 16.

A. No.

Q. When did this incident occur?

A. I believe it was two weeks ago today, approximately.

Q. Now, there are eight employees; seven of the employees, then, were non-union men at the time the incident occurred?

A. No, the entire production staff were members of various unions because the plant operated under the label license of the Chicago Allied Printing Trades Council. The other employees are members of the Pressmen's Union, Feeders Union and the Bookbinders Union.

Q. And you had how many employee members of your union in [1444] that plant at the time you did have a contract?

A. One.

Q. And I believe you said the employer employed another man who was a non-union man. Was that to replace the one who was a union man or in addition to him?

A. So he told me, to replace him.

Q. So was he quitting or was he fired?

A. Well, he quit after the employer employed a non-union man.

Q. Well, was the non-union man hired to replace this man, or what, do you know?

A. That is what the employer told me, that he was hiring him to replace him in case there might be some difficulty in the future.

Q. So he didn't need two men, is that right?

A. That is right.

Q. Now, with respect to the struck work clause, the union is in fact advising its members in job shops to continue to work on struck work, isn't that right?

A. The union has advised them that they as members of the union cannot refuse to work on it, in that fashion.

Q. So that they are in fact working on work which ordinarily would be termed struck work?

A. Much against their will, yes.

Q. And it is equally true, isn't it, that if the union [1445] were to tell them that they were to continue to work with non-union men, that they would do so?

A. It certainly isn't.

Q. Why is there any difference?

A. Why is there any difference?

Q. Yes.

Q. We didn't tell them to work on the work. We told them that the union could not instruct them to refuse to work on the work. Individually, it is my opinion that they could refuse to work on it and suffer the consequences, of course, as individuals, and by the same reason, if they refused to work with a non-union man, why, they would suffer the same consequences.

Q. Now, you talked about some incident some five or six years ago in which the men had ceased working on their own and that you then advised them to return to work, is that right?

A. I didn't testify that they ceased on their own. I testified that they became lazy.

Q. And you then suggested that they regain the usual amount of energy, is that right?

A. That is right.

Q. And did they then regain that usual amount of energy?

A. They still were lazy and the publishers locked the doors to them, refused to permit them to come back into the plant [1446] for approximately a day and a half or two.

* * *

[1471] * * * *Redirect Examination*

* * *

Q. Mr. Pilch, is it your understanding that the union shop as provided under the Taft-Hartley Act allows an

employer and a union to agree that a non-union man must become a member of [1472] the union, after 30 days?

A. If the union qualifies for an election, the employer may agree to that procedure.

Q. Has the Typographical Union ever accepted as members any people who were forced into membership?

A. Not to my knowledge.

Q. Is it your understanding that under the union shop provisions of the Taft-Hartley Act it might occur that a man would be forced into membership in the Typographical Union against his will?

A. Yes.

Q. And against the will of the Typographical Union, as well?

A. That is true, too.

Q. Is that among the reasons why you have refused to enter into the union security agreements under the Taft-Hartley Act?

A. That is one of the reasons, yes.

Q. And has it been the practice of the Typographical Union that membership in that organization should be voluntary and contingent upon meeting the craftsmanship requirements laid down by the union?

A. That is correct.

* * *

[1478] * * * JOE RHODEN was called as a witness by and on behalf of the Respondents, having been first duly sworn, was examined and testified as follows:

Direct Examination.

Trial Examiner Leff: What is your full name?

The Witness: Joe Rhoden.

Trial Examiner Leff: And where do you live?

The Witness: 1244 North Dearborn Street.

Trial Examiner Leff: Chicago, Illinois?

The Witness: Chicago.

Q. (By Mr. Van Arkel): Mr. Rhoden, are you a member of Chicago Local 16 of the International Typographical Union?

A. Yes.

Q. How long have you been a member?

A. About twenty-five years.

Q. What is your present position with the local organization?

A. The chairman of the Newspaper Scale Committee.

Q. In that capacity were you present at all the negotiating meetings which took place during 1947?

A. Yes.

[1479] Q. Have you examined the minutes of those meetings which have been introduced in evidence here?

A. I have.

Q. Now, I wonder, Mr. Rhoden, if you would, in your own words, indicate any inaccuracies or additions, or clarify any ambiguities in those notes which you have examined?

A. To begin with, I would like to state that there were no official minutes taken, so that the notes and the alleged records are merely the observations of the individual members of the Publishers Association.

* * * *

Trial Examiner Leff: I think the record fully establishes, Mr. Rhoden, that the notes to which you refer were merely the personal notes based upon personal observations of those people who prepared them, and they are not by any means to be considered as an official record of the negotiating conferences.

The Witness: I would like to clear up just two of the exhibits in regard to that, Mr. Examiner, so there will be no [1480] doubt about it.

Trial Examiner Leff: Yes.

The Witness: And I was referring to Respondents' Exhibits 5-A and 5-B. They are noted as notes of John F. O'Keefe, but they are also entitled, "Minutes of the Meeting of the Joint Typographical Scale Committee of July 30, 1947," and "August 21, 1947."

Mr. Sinsheimer: We will stipulate that they are not official minutes.

The Witness: They are not official minutes, because no official minutes were taken.

Trial Examiner Leff: Yes.

The Witness: The others stipulate that they are the notes of a particular individual, so that there can be no doubt in the mind of the Examiner.

Trial Examiner Leff: There is none now, Mr. Rhoden.

The Witness: All right. Fine. Then would it be your

opinion, Mr. Examiner, that I should not make any further direct comments on the notes?

Trial Examiner Leff: You can assume that the Examiner knows, and everybody else who reviews the record will know, that these are unofficial notes, made by persons who were on the Publishers' side of the negotiating table.

The Witness: I would like, Mr. Examiner, to make just one or two further observations in regard to them, and that [1481] is that they were very inadequate, and very incomplete, and they very seldom stated accurately the position of the union members who they are alleged to quote.

Trial Examiner Leff: All right. Now, let us know the respects in which the notes are inaccurate or incomplete, or contain ambiguities, which you think should be cleared up.

The Witness: For instance, maybe one of us would make a comment, let us say, about a certain highly controversial question in the proceedings that would take fifteen minutes. They will oftentimes reduce that conversation to three or four lines. Their observation would oftentimes draw erroneous conclusions as to what was said.

For instance, where they state that we frequently said that this or that proposal, or this or that part of a certain proposal were "musts," or that they were mandatory, if they had shown our complete remarks the minutes would have disclosed in every respect that never did we hand out any condition, or any part of any condition, as being a "must," or as being mandatory.

* * *

[1483] Q. (By Mr. Van Arkle) What are the first notes there concerning which you have some corrections or additions, Mr. Rhoden?

A. On Respondents' Exhibit 5-A, the second paragraph from the bottom of Page 1, I have placed this written notation—I say: "Completely inadequate. In this statement I stressed the advisability to both parties, as well as the desire of the union, to conclude a closed shop contract prior to 8/22/47."

And to make it clear as to why I added that, I will read the paragraph quoted in the alleged minutes of Mr. O'Keefe. I quote:

"Rhoden then said that he saw a possibility of reaching an agreement by August 22nd, if we approach it mutually; that they were going to do everything they could in 1949 to get a Congress that is going to repeal the law; that they would not upset conditions that have existed. He also said that the Typographica. Union could not enter contracts which would give employers the right to break the Treasury of the ITU."

The main thing I stressed in that conversation was the advisability of both parties reaching an agreement prior to August 22nd, pointing out the advantages, and pointing out the desire of the union to do everything possible to reach an agreement prior to August 22, 1947.

[1484] * * * Q. (By Mr. Van Arkel) Now, what is the next observation that you would like to make on the minutes, Mr. Rhoden?

A. The next observation is on the notes of Mr. Courtney on the same meeting, that is, July 30, 1947, marked Respondents' Exhibit 5-C.

Now, on the second page, the fourth paragraph it says:

"O'Keefe: Do I understand that any agreement must include certain provisions? What are these mandatory conditions to which you refer?"

Well now, I object to the implication that we had ever stated that there were any mandatory conditions.

* * *

[1485] The Witness: That is the notes by Worth Courtney on the meeting held July 30, 1947.

Mr. Sinsheimer: Yes.

Q. (By Mr. Van Arkel) What, in fact, was said about these proposals which the union had made, Mr. Rhoden?

A. We pointed out every time that we discussed Form "A," or our Conditions of Employment, or Form P-6A, when we got to that, that nothing that was submitted was submitted in the light of a "must" or in the light of a mandate.

We always pointed out that we were presenting those in the light of discussion and negotiation; that nothing that we presented was presented in language that could not be changed, or that even the substance, if we could agree upon the language, could not be changed.

I might say further in connection with that, that there has perhaps never been a negotiating meeting between

the publishers and my union in which the union or the publishers have not started off, and they might at times say, "Well, we insist on this"; "this is a 'must' "; "We must have this particular thing."

But we did not get it. In the course of the negotiations our "musts" would be resolved into this: "Well, those are the things we would like very much to have, but things that we are perfectly willing to modify, or forego entirely, if we can get something that in the end is generally satisfactory. [1486] And so, any time that we are quoted as using the language "must" or any time that we are quoted as using the language "mandatory," we were using it only in that general sense, and always we enlarged upon a statement, wherever a thing like that happened to slip in, and pointed out that it did not mean much, in just the sense in which the dictionary might define the term.

* * *

[1489] * * * (By Mr. Van Arkel) I would like to ask Mr. Rhoden what was the next respect in which you have found the notes to be incomplete or inaccurate, or where you would like to qualify a statement which appears?

A. The inadequacy and the incompleteness of the Respondent's Exhibit 5-B, which again are the alleged minutes of the meeting of Thursday, August 21, they are two full typewritten pages, and the entire document, with the exception of five lines, tells what the members of the union delegation said, and only five lines as to what the publishers said.

* * *

[1490] * * * Q. What additional things were said that do not appear in the minutes?

* * *

The Witness: Yes. Those are Mr. O'Keefe's notes. Well, in fact, they are listed as the minutes, but then up at the top he does have "Notes by Mr. John F. O'Keefe."

The publishers spent considerable time telling us why they would not submit at all or agree with us on conditions of employment, and why they must have a one year's contract, at least, and these statements of theirs do not appear in these minutes.

Q. (By Mr. Van Arkel) Now, what is the next inadequacy or incorrectness that you find in the notes, Mr. Rhoden?

A. In Respondent's Exhibit 5-D, dealing with the meeting of August 5, 1947, the notes of Worth Coutney in the 11th paragraph on Page 2, where the notes read: [1491] "Rhoden: Yes, we could, but it would not be forthcoming. Only under inflation, of course. It would give you the same right in case of deflation. What we want is to continue things just as amicably as in the past."

They gave that as my statement in reply to Mr. O'Keefe's question, and I will quote that, which is in the paragraph just preceding this one:

"You could avail yourself of the 60 day notice for the purpose of demanding higher wages and other conditions, am I not right?"

My additional comments in regard to my own statement are this:

"Very incomplete. We stressed the fact that the main purpose was not economic, but a last resort if every other method failed, and if it meant the very existence of the union, would we take advantage of the 60-day cancellation clause."

Q. Did you amplify that statement any further at that time, Mr. Rhoden, you or any other members of the committee?

A. We certainly did.

Q. What further discussion was there of that matter?

A. We further pointed out that the 60-day cancellation clause would not be used at the first thing that the publishers did that we disliked, such as hiring a non-union man, or bringing [1492] struck work in, or trying to interfere with our jurisdiction, that if anything that like that did occur and they found it necessary to try to hire a non-union man, that if they would let us know that they were going to have to hire that man, or in their opinion be found guilty of committing an unfair labor practice under the Taft-Hartley Act, that we would sit with them around the conference table and we would use all the ingenuity we had in an effort to reach an understanding with them and resolve that difference so that there would be no necessity whatever of us even

thinking of using the 60-day cancellation clause to terminate the contract.

* * *

[1493] * * * Q. Was that more or less the end of that discussion at that time on that problem, Mr. Rhoden?

A. Let me say that it continued to come up. There was no assurance that we could give them, however, detailed might be our outline of how these things could be taken care of, or why a situation would not finally arise that would cause us to use the 60-day cancellation clause, but they never seemed to believe us.

Q. Now, Mr. Rhoden, did you indicate any circumstances under which you might find it necessary to use the 60-day cancellation clause?

[1494] A. Yes, that would be in case they went out of their way to hire non-union men or to bring in struck work.

We pointed out that under the Taft-Hartley Act, in our opinion, they were not compelled to hire non-union people, but that if not having to do it, if they did it deliberately and we found that the existence and the very fundamentals of our union were at stake, in that case and in that case only, we might possibly take advantage of the 60-day cancellation clause.

Q. Did you point out that because of the limitations in the Taft-Hartley Act, that the employer might, during the life of a one-year contract, if he were so minded, replace all union members with all non-union members?

A. Yes, we did that. We took an example of some of our small shops and in pointing this out we explained to them that what we gave one publisher we would have to give another publisher; what we gave the members of the Chicago Newspaper Publishers Association we would also have to give to even our smaller commercial employers.

So we pointed out that we had two or three small daily newspapers in Chicago that operated union shop and worked under the newspaper scale.

We pointed out that we had perhaps 40 or 50 one-man shops in the composing room, and we pointed out that if we permitted them to have a contract that did not provide for a [1495] 60-day cancellation clause, then that type of contract, and that type of agreement, would also be

demanded by the small publishers and by the 40 or 50 employers who employed only one of our members, and that in that case if they desired to eliminate the union men, all that they would have to do would be to hire one or two non-union men, and they would have a majority of non-union men in their shop, and we couldn't even, even if we were qualified, qualify them for even a union shop, much less a closed shop.

Mr. Sinsheimer: May I ask when this occurred?

Q. (By Mr. Van Arkel) Are you still testifying about this same meeting?

A. Yes, we pointed out in this meeting, and we also pointed that out in many other meetings.

Q. Now, going on, Mr. Rhoden, what is the next occasion on which you find some inaccuracy or incompleteness which you would like to correct?

A. In the same exhibit, Respondent's Exhibit 5-B, on Page 1, in the fifth paragraph, Mr. O'Keefe has this to say:

"You have indicated that certain provisions of Form A have to be a part of any extended agreement." Now, we never indicated anything of the kind.

Q. Would you just continue, Mr. Rhoden?

A. Yes. In the same exhibit, on Page 3, in Paragraphs 2, 3, and I believe we might say 4, where it starts off:

[1496] "Here Rhoden referred to Senator Taft's statement—" the notes are completely in error in indicating that we ever at any time said that the struck work clause was not in violation of the Taft-Hartley law.

What we did point out was that in Section 8 of the Taft-Hartley law, under, I believe Paragraph 4(b) that it did refer to a certain condition in which the struck work would not apply.

The publishers did not seem very familiar with that section, and so that probably is the reason for their believing that we were referring to the entire struck work clause of our contract as not being in violation of the Taft-Hartley Act, but we pointed out what we thought was very clear, that never at any time did we maintain, except under that one particular very small occasion would our clause be anything other than a complete violation of the Taft-Hartley Act.

Q. Was it the position of the union during these negotiations, Mr. Rhoden, that they were not going to ask for a struck work clause in the form in which it had been contained in previous contracts?

A. Yes, even to the extent of telling them that even if they wanted to, we would not sign such a contract with them, because we would at no time sign a contract with them that would make them or us guilty of violating the Taft-Hartley Act.

* * *

[1497] * * * Q. (By Mr. Van Arkel) You did not mean by that that you did not want to enter into any contract, did you?

A. We very much wanted to enter into a contract, but we wanted to enter into a contract that would not be in violation of the Taft-Hartley Act.

Q. Now, will you go on from there, Mr. Rhoden, please?

A. In the same exhibit, on Page 5, the third paragraph, I will quote what the notes say:

"Rhoden: You be guided by your own wishes if you desire. You decide just exactly how close you can come to those provisions—make them come just as close as you can—if we cannot agree, then we will have wages and conditions effective October 21. The substance of it must be complied with. If you cannot accept the exact wording, make your provisions come as close as you can. The substance is what we want."

Now, he was referring to Paragraphs 4, 5, 6 and 7 of Form A.

Now, I have made this written observation as to what I further said, and this was the main burden of my statement in regard to that:

"They have omitted what in substance is subject to [1498] interpretation. Provide your own language, and maybe we will feel that your language gives us the substance that we desire, and maybe that it will also give you the language, and you will feel as if you are not surrendering the substance."

Now, I did that because we wanted them to feel that if they would make a sincere effort to rewrite these clauses, that we might be able to reach an agreement.

But their position was that they so disagreed with them, in substance, that it would be futile to attempt to

rewrite them in language that would be satisfactory to them.

• • •

[1499] • • • Trial Examiner Leff: Where is it?

Q. (By Mr. Van Arkel) What are you reading from?

A. I am sorry. It is in Respondent's Exhibit 5-D½, Page 2, beginning with the third paragraph, at the top of the page.

Mr. Sinsheimer: Which date, and whose notes?

Trial Examiner Leff: What is the exhibit number?

The Witness: 5-D½. It would be the notes of Worth Coutney.

Mr. Diamond: What date?

The Witness: August 13, 1947.

Q. (By Mr. Van Arkel) Go ahead.

A. "O'Keefe said he could where, on the union's proposal, the publishers could be penalized and the union seemed willing to see the publishers penalized while the union gave itself every protection."

Then it goes on:

"Rhoden: We do not want you to get the impression that we are willing to place you in any such position; if so, it has been our inability to express exactly what we mean. We do not want the publishers or ourselves to be penalized. If the contract was cancelled that would not interrupt peaceful conditions in the composing room.

[1500] Declaring the contract null and void does not mean we would stop work."

Now, on Page 3 of the same exhibit, in Paragraph 12, Mr. O'Keefe is quoted as follows:

"Yes, or on some clause embodying the principal—we can use other language. This would be necessary if the union wanted closed shop, etcetera."

That was in reply to the statement in the preceding paragraph by Mr. Pilch, rather, the question which was referring to the publishers' offer, the paragraph which they refer to as Section 51.

Mr. Pilch had asked:

"If the union has to agree to Section 51 before we would discuss wages" and so forth.

The reply of Mr. O'Keefe was just as I have quoted it.

Now, the truth of the matter is that Mr. O'Keefe told Mr. Pilch that their proposition was a "must."

And I have made the notation that that should be added to the reply of Mr. O'Keefe.

Mr. Sinsheimer: Which reply of Mr. O'Keefe is being referred to there?

The Witness: The one I read, which I believe was Paragraph 12.

• • • •

[1508] • • • Q. Now, Mr. Rhoden, I will ask you to refer to exhibit 5-D-1, the minutes of August 21, 1947, the 14th and 15th paragraphs on the second page, where Mr. O'Keefe is noted as saying: "You state there will be no meeting of the minds."

• • • •

[1509] • • • A. Yes.

Q. Where Mr. Pilch is quoted as saying: "It will be absolutely a unilateral document."

A. Yes. And I would like to quote the paragraph 15th which is the question that Mr. O'Keefe is said to have asked:

> "You state there will be no meeting of minds. In other words, it will be a unilateral document."

And then is when Mr. Pilch is quoted as having said:

> "It will be absolutely a unilateral document."

Now Mr. Pilch did not say that.

• • • •

[1510] • • • Q. (By Mr. Van Arkel:) Mr. Rhoden, will you tell us what Mr. Pilch said exactly on that subject?

A. Mr. Pilch said that it unilateral only for the purpose of avoiding technical entanglement; that everything in here is open to suggestion and subject to amendment.

Q. Would you look at paragraphs 3 and 4 of that same exhibit—I am sorry, paragraph 3 on page 4.

• • •

A. I would like, in order to get the picture, to read the paragraph above it, where O'Keefe asked the question:

"Actually are these things negotiable? Are we to [1511] negotiate conditions of employment?"

Then Mr. Pilch is quoted as saying:

> "I repeat that anything that comes from you will not result in a meeting of minds. We will form our own point of view and consider whether your proposal, or any part of it, will be contained in our conditions of employment."

Q. Now, will you examine Exhibit 5-E, Mr. Rhoden?
A. All right, I have 5-E.
Q. Would you look at paragraph 3 on page 1?
A. Yes. This is—
Mr. Van Allen: Could I have the date of that meeting?
Mr. Van Arkel: September 3rd.
The Witness: In order to get the question to that, I would like to read the paragraph just above it in which Mr. O'Keefe is quoted as saying:

> "I gather you will not negotiate for a signed agreement?"

Then Mr. Pilch said:

> "You got the right answer. We will not. This is about the twenty-eighth time you have been told that we are not going to have a written signed agreement. We will discuss and confer with you on conditions of employment, only, and you will be told whether or not your proposal on conditions of employment will be [1512] acceptable to our members."

Q. Now, will you look at paragraphs 4 and 5 on that same exhibit on page 1?
A. Yes.
Q. Did Mr. Pilch add anything after the phrase, "that is right?"
A. Yes, in the fourth paragraph Mr. O'Keefe quoted:

> "In the end the conditions of employment will be unilaterally decided by the union and its members, is that it?"

Then Mr. Pilch, in the next paragraph, is quoted as saying:

> "That is right."

Now, Mr. Pilch never made that exact statement. Mr. Pilch explained immediately following that statement that everything was open for discussion and consideration, and that the unilateral imposition was only for the purpose of protecting us from legal involvement and that when he said "unilateral" that he did not mean at all that we would not consider any proposal or any amendment to any of the provisions of the conditions of employment offered by the union.
Q. Did Mr. Pilch at that time or any other time during the negotiations, Mr. Rhoden, explain what legal involvements the union was attempting to avoid?
[1513] • • • A. The reasons were this, the very existence of our union was at stake; that we had certain things that

we must preserve; that we felt like that if we did not have to enter into a signed agreement that we could preserve those things without either the union or the publishers violating the Taft-Hartley Law.

Q. Was there any discussion of the liability for suits for violation of agreements?

A. Yes.

Q. During that discussion?

A. Yes, there was.

[1514] • • • Q. (By Mr. Van Arkel:) What if any reasons did you give, Mr. Rhoden, for seeking to avoid any liability for suits under the Taft-Hartley Act?

A. We had always settled in the past, before the Taft-Hartley Act, any difference that might arise between the union and the publisher on the basis of a code of procedure, without money being involved at all, unless wages were involved in the proceedings.

Now, we felt like that in view of that past history we had never found occasion to sue each other before, although under the law suits could have been brought, and yet under the Taft-Hartley Law there were specific provisions whereby suits could be brought against unions so we were anxious to avoid anything in the contract that would give them the privilege of suing us, and we realized by that that the [1515] award for damages could be any amount to the full extent of our treasury, and that that could do us irreparable damage.

Q. Now, will you look at paragraph 2 on page 2 of that same exhibit 5-E, Mr. Rhoden?

A. Yes. I wish to quote the first two sentences of that paragraph, quoting:

> "Rhoden: It is utterly impossible to have a written contract. We are governed by the ITU Act which was unanimously adopted at the Convention. We have no other alternative."

Now, there is only one part of that that is correct, and that is the part which says the ITU Act was unanimously adopted at the Convention. The other part is entirely wrong.

I stated this, that the union had local autonomy. The ITU could not force us to accept any type of contract, and that we did not want a written contract, but that we were not forced to forego a written contract if we decided to have one.

We stated that it might be possible for them to present a written contract that we could sign and I would never say that it was impossible for us to have a written contract until we had explored all the possibilities.

Q. In that connection, Mr. Rhoden, had local 16, prior to 1947, entered into agreements which were not approved by [1516] the International Union?

A. Yes.

Q. When was the last occasion on which you made a contract which was not approved by the International Union?

A. In 1944.

Q. And was your agreement in 1945 approved by the International Union?

A. It was.

Q. Had there been instances prior to 1944 when you had entered into non-approved agreements?

A. Yes. I don't remember just those occasions, but the files of the union would reveal that, and the files of the publishers would do the same thing, but there have been many times when contracts between our local union and the publishers were not signed or approved by the ITU, because of some provision in the contract that was not in accordance with ITU law.

Q. I see. Do you recall specifically what provisions were not in accordance with the ITU law in the 1944 agreement?

A. Yes. It did not include the general laws of the International Typographical Union, and for that reason President Randolph refused to approve the contract.

Q. As the result of your entering into a contract not approved by the International Union in 1944, was any form [1517] of reprisal directed against local union No. 16 by the International?

A. None whatsoever.

Q. Was there any effort made to suspend or expel the local union for entering into a non-approved contract?

A. None whatsoever.

Q. Did you include provisions in the 1945 agreement, then, which brought it into conformity with International Union law?

A. We did.

Q. And was it then approved by the International Union?

A. It was.

Q. Mr Rhoden, what is the effect of entering into a non-approved contract?

A. Well, the effect is but little different in the way it works out to an approved contract. It merely means this, that it is up to the local union and the employers to work out whatever differences may arise for the duration of that contract. If the International approves a contract, and if the local union fails to live up to it, the International Union will step in and compel the local union to live up to the contract.

If it is not approved, then the ITU does not feel it is required to do that.

Q. Let us assume that a strike occurred under a non-approved [1518] contract. Would the members of the local union then be eligible to strike benefits?

A. They would not.

Q. So that—

Trial Examiner Leff: Well, would that be true no matter how the strike arose, or would it only be true if the strike was connected somehow with one of the causes which the International would not approve?

The Witness: No strike benefits are ever granted, or under the law could be granted, unless the strike was sanctioned by the ITU.

Trial Examiner Leff: Well, might the ITU sanction a strike, even though certain provisions of the current contract were not acceptable to the ITU?

The Witness: They would have that privilege, but I know of no instance in which it has been done.

Trial Examiner Leff: Thank you.

Q. (By Mr. Van Arkel:) Now, were there any changes with respect to the power or authority of any local union to enter into agreements in the year 1947?

A. I did not quite get that question.

Q. I say, were there any changes in the power or authority of a local union to conduct is collective bargaining negotiations in 1947?

A. None whatsoever.

[1519] Q. Were the powers of the local union in the latter part of 1947 what they had been in previous years?

A. Exactly the same.

Q. Mr. Rhoden, if you know, if a law is adopted by the convention of the union, when does that become effective?

A. On the first of January following the convention.

Q. So that any resolutions or laws which were adopted at the 1947 convention would become effective only on January 1, 1948?

A. That is correct.

Q. Now, if you will look at Exhibit 5-E again, Mr. Rhoden, page 3 paragraph 3.

A. Yes. I will quote the paragraph:

> "Here followed a discussion during which the union attempted to get us to propose wages, hours, pensions, sick-leaves, et cetera, giving us to understand that the union would only discuss these matters, no meeting of minds, union would see if members would be willing to accept. They gave us to understand that certain ITU conditions were 'must' conditions, and some local conditions, too, would not be subject to discussion. They would only explain the meaning of these mandated conditions."

Now, that is an entirely erroneous conception of those discussions. Any time that we may have inadvertently used [1520] the term "must" or the term "mandated", we were using them just like we had used them every time we had entered into negotiations in the past.

* * *

Q. (By Mr. Van Arkel:) Let me ask you this. In previous negotiations in other years, had the publishers and the union, or representatives of the union, used terms such as "must" conditions and "mandate" and the like?

[1521] A. Yes.

* * *

Q. (By Mr. Van Arkel:) Mr. Rhoden, in those previous negotiations where parties had stated that certain conditions were "must" conditions, had you in fact reached the agreement without the inclusion of such conditions?

A. Yes. I will give two illustrations. We had what is known as the bonus system for some forty or fifty years. We only eliminated that condition about ten years ago.

I happened to be on the scale committee, in fact, I was chairman of the scale committee, under which those conditions were eliminated.

For twenty five years preceding our elimination of the bonus from the contract, every time the union offered a contract the langueg was that we must eliminate the bonus and yet, for twenty-five years, we continued to sign contracts that continued the bonus.

The other occasion, I can go back in the record as far as 1897 when we used the exact language "must" on regard to certain things we wanted in, and the union settled without [1522] the inclusions of those things.

So the history of the union, as far back as you wish to go, clear up to the most recent negotiations, start off with using those words, beginning with "must" and winding up with, well, a very weak maybe.

Q. Was the same true of other terms such as mandatory and essential and the like?

* * *

[1523] * * * Trial Examiner Leff: The motion is granted.

In the past when you had used words, such as "must" and "mandated" had you ever received postcard bulletins or other information from the International Union in which similar words were used?

The Witness: Mr. Examiner, if you will let me answer that in a way that will be perfectly clear, let me state that the elimination of the bonus was an ITU law, not merely a post card request or guide from the International Union, and yet, for many, many years, I will say not less than fifteen after that was a part of the ITU law, we continued to sign contracts that contained the bonus.

Q. (By Mr. Van Arkel:) Now, Mr. Rhoden, with respect to the bulletins and the like which were received from the International—well, first let me ask you:

Did you, during 1947, from time to time, receive documents from the International Typographical Union?

A. Yes.

Q. Did you see some of those documents?

A. Just some of them, is right, Mr. Van Arkel.

Q. Did you see all of them?

A. No.

Q. Did any member of the scale committee, so far as you are [1524] aware, see all of them?

A. So far as I am aware, no, and many times we didn't see them until after the publishers called our attention to them.

Q. Now, to what extent did you, if any, did you attempt to follow those post card bulletins and other documents which came from the International Typographical Union?

A. We did not base our procedure upon those bulletins. We were in perfect accord with the policy of the International Typographical Union, and as best we considered that those were merely general guides and not blueprints to be followed without flexibility or variation.

Q. In the area of autonomy which is left the local unions are you required to follow that sort of advice from the International Union?

A. We are not.

Q. Now, I wonder if you would look at Exhibit 5-F, Mr. Rhoden?

A. Yes.

Q. I will direct your attention to the next to the last paragraph on page 1.

The Witness: I would like to quote—

Mr. Van Allen: Just a minute. What is the date?

The Witness: September 23, 1947.

[1525] * * * A. I would like to quote the second sentence, that begins in the second line with the word "you."

Mr. Pilch is quoted as saying:

> "You understand that the policy of the International Typographical Union will not permit us to discuss a contract."

Now, Mr. Pilch did not say that at all. What Mr. Pilch said in his statement to the Commissioner was that the International policy of the Typographical Union does not permit us to offer at this time a written contract.

Q. Now, was that all that Mr. Pilch had to say on that subject, Mr. Rhoden, at that time?

A. Well, we can quote the rest of the paragraph.

> "Mr. Pilch pointed out that the first two meetings were consumed in an effort to reach an agreement prior to August 22nd, and that only three meetings had been held since August 22nd, which he intimated was too short a time to agree on anything."

Mr. Pilch continues to point out to the Commissioner that we were willing to discuss any phase of our conditions of employment, and make whatever modifications that may be suitable to the publishers.

Q. Will you examine Exhibit 5-G?

[1526] A. Yes.

Q. What is the date of that?
A. September 30, 1947.
Q. Now, are there any omissions in that set of notes?
A. (No answer.)
Q. Those are the minutes of the meeting which the Commissioner of Mediation, Mr. Rhoden?
A. Yes.
Q. As the result of those meetings, did the Commission of Mediation make any proposal to the parties?
A. Yes.
Q. Is that referred to in those notes?
A. It is not.
Q. And what was his suggestion?
A. His suggestion—

• • •

[1532] • • • Q. (By Mr. Van Arkel) Would you undertake to answer the question, Mr. Rhoden?

A. The Commissioner, after we had explained that we had made complete proposals to the publishers, giving our complete position on everything, every working condition that we wanted—

• • •

[1533] • • • Trial Examiner Leff: Just let us have the conversation that you had with the Commissioner on that occasion, what he said to you, and what you said to him.

The Witness: I had reached the point where we had gotten down to hours, we had stated we had informed the publishers of the hours that we wanted, the money in every respect.

And then the Commissioner told us that he had asked or requested the publishers to make us a complete offer, including wages, hours, and so forth.

And I might say further then that in the complete hearing where both parties were present, he asked the publishers if they would make us a complete offer.

Q. (By Mr. Van Arkel) And what was the publishers' reply to the Commissioner?

[1534] A. The publishers' reply to the Commissioner was that they could not agree to anything until a year's contract had been agreed to, that they would not offer money until the union had first agreed to a year's contract.

Q. Now, in that connection, Mr. Rhoden, had there—in previous negotiations, had the publishers discussed wages and hours before an agreement had been reached on the duration of an agreement?

A. Almost always.

Q. Have you examined the records of the union in that respect?

A. I have.

Q. And what do those records disclose on that subject?

A. Those records disclose that frequently—and I can give two years specifically, and if the Examiner wishes, I have here in one case, at least, specific documents to substantiate that.

But in glancing back over the records dealing with my own memory and my own experience, in 1929 the union had requested a contract of 18 months' duration. This was in May, May 21, 1929, when business was at its greatest height up to that time.

We had asked for a ten dollar wage increase. The publishers came back when the union was insisting on only the contract of a year and a half duration, they came back and [1535] offered a three year contract with a $2 wage increase. That, of course, was rejected by the union, first, because of the duration of the contract proposed by the publishers insisted on a two-year contract. I might say that

Now, the other instance that I wish to refer to was in 1943. The union had asked for a year's contract. The publishers insisted on a two-year contract. I might say that one of the reasons that the publishers were asking for a two-year contract was that the contract that was just closing had also been a two-year contract. The publishers usually wanted a longer term contract than the union wanted.

So, by virtue of that, they automatically did not agree with the union as to the duration of the contract. So their proposal was a two-year contract, and they finally reduced that to a contract of approximately 18 months' duration, and they made an increased offer of $4 per week, providing that we would increase the work day from 7 and one quarter to 7 and one half hours.

The scale committee recommended rejection of that proposal, for two reasons: One was the duration of the contract, and the other was the increasing of the work day

from seven and one quarter to seven and one half hours.

So, in that instance, the union and the publishers had not agreed even upon the hours, much less the duration of the contract, and then settlement was finally made by the [1536] publishers agreeing to a much shorter term of contract, giving us a weekly increase of $3.40 instead of $4, but the union retaining the seven and one-quarter hour day.

That was accepted by the union.

Q. Now, would you examine Exhibit 5-F Mr. Rhoden?

A. Yes.

Q. Are there any omissions in the notes of that meeting?

A. Yes.

* * *

A. The most serious omission in the notes of October 17 [1537] before the Commissioner was the suggested off-the-record proposal made by the union to reach a complete understanding.

The union proposed to the publishers, before the Commission, that we were willing to forget everything in writing; that if it would suit the publishers best, that we would waive our conditions of employment, and that we would not post anything at all.

That was a concession to their feelings of not having anything unilaterally imposed.

We suggested also that they put nothing in writing, but that if they wished they could use all the walls of the composing room, because those walls belonged to them, and we would not object to anything they put on those walls; that if there was some stuff there that was objected to, we would probably ignore it, and whatever we could agree with them on, we would be very delighted to accept, and if we could reach an adequate understanding in regard to wages—that was the main thing—that there would be continued the same harmonious relationships that had existed between us in the past, that the union would not change a single condition, working condition; that we had been working under, that we would continue everything exactly as it was; and that if a condition arose by virtue of the Taft-Hartley Act whereby the publishers felt that they were compelled to make a change, that if they would confer with the union, that we would sit [1538] down with them around the conference table, and we would use all the ingenuity we

had in helping them resolve that problem so that no strike or lockout would result.

We went on further to say that we would not use the 60-day cancellation clause as a means of asking for an increase in wages; that the wage that we proposed would have an off the record understanding that that would be for the next 12 months, except in the case of extremely drastic inflation.

We said that this would give them security. They could tell the advertiser what the cost was going to be for the next 12 months, and that under no circumstances, except under conditions whereby we felt that our union would be virtually destroyed, would we terminate that agreement, or would we have our men walk out.

Their reply, of course, was as usual, "Positively no."

Q. (By Mr. Van Arkel) Did they say at that time what they were demanding?

A. They gave their proposal to us—now, this is my own comment—I have never seen such a feeble effort made as a last, final—or rather, as a last-ditch offer to us, that is their own language.

It says:

> "On Friday, October 17, 1947, the publishers' Association made its final, last-ditch offer."

They labored as I have never seen people laboring before, [1539] and here was the outcome of that, to quote their own language:

> "We propose that those provisions of our present agreement that are within the law shall be continued for a period of a least one year—from October 21, 1947 to October 21, 1948—that after such an agreement has been concluded in good faith between us, then your representatives and ours shall consult on the matter of wages, with the stipulation that when a wage scale has been mutually agreed upon it shall be retroactive to October 21, 1947, but not for more than 60 days."

Again, absolutely nothing in there about money, no complete document at all.

Q. Now, I wonder if you would examine Exhibit 5-J, Mr. Rhoden?

A. Yes.

Q. Take the third paragraph on Page 2.

A. Yes. I will quote, and for the information of the Board, it is a meeting of October 21, 1947—and I also mean for the information of the Examiner, of course.

Trial Examiner Leff: The Board and the Examiner thank you.

The Witness: But the Board usually objects to everything, and the Examiner frequenly does not.

[1540] I am now quoting:

"Mr. Rhoden then stated that the 60-day termination clause provided for—"

Mr. Sinsheimer: Which exhibit is that?

Trial Examiner Leff: For the benefit of the Board's attorney, will you please give him the date, because he has not marked his exhibit.

The Witness: It is marked Exhibit 5-J, and the date is October 21, 1947. That is Board's Exhibit 5-J.

Mr. Diamond: You said "Board's Exhibit? You meant Respondent's?

Trial Examiner Leff: Yes, Respondent's.

The Witness: I accept the correction with thanks. Now, do you have the quote, or will I have to quote again?

Trial Examiner Leff: If it is not too long, you may read it.

The Witness: Very well.

"Mr. Rhoden stated that the 60-day termination clause provided for in Form P-6a must be adhered to and could not be changed."

I did not say that at all.

I said when that was submitted that our position was that we wanted the 60-day termination clause, but that we would not say by any means that we would not sign a year's contract, if they could write a contract that would meet [1541] our approval for a year's duration we, of course, would be glad to go along with them.

Trial Examiner Leff: But you wanted, in any event—strike that.

Did you state at that time that you desired, in any event, to be in a position to pull out of the contract within 60 days, in the event that certain things, certain specified things, occurred, such as, for example, the handling by the publishers of struck work?

The Witness: It was our position that the very continued existence of our union needed that 60-day termina-

tion clause, but I enlarged upon my statement to them, Mr. Examiner, by pointing this out, that I had not seen all the kinds of year contracts that could be written, and if they had sufficient ingenuity and would make enough effort, that we might be willing to go along with a year's contract. We could not say unless we had seen it, and we certainly would not take the position that under no condition would we sign a year's contract.

Trial Examiner Leff: Did you indicate whether or not you were willing to commit yourself for a year's term on the subject of wages?

The Witness: Frequently, Mr. Examiner.

Trial Examiner Leff: Yes.

The Witness: Off the record, so as to prevent them from [1542] coming back and saying, "All right, now, stick it in the contract," but many times, off the record, we told them this, we said, "Gentlemen, we will give you our word that we will not come back in for more money inside of a year, that about ten months from now, as we would do if we had a year's contract, we will give you notice that in 60-days' time we wish an increase in wages, and that under no circumstances, except in the case of the most extreme inflation, would we use the 60-day termination clause for the purpose of getting increased wages."

They told us on that occasion, and on other occasions, that our word was as good as our signature.

Trial Examiner Leff: Was this, in substance, your position, that you were willing, if such an agreement could be written, to write a contract for a year covering economic terms, but that you were insisting on an opportunity to be able to pull out of the contract prior to the year if certain basic union principles, as you saw them, were disregarded, such as a violation of your jurisdiction, the handling of struck work, or the hiring of non-union employees?

The Witness: Yes, Mr. Examiner. We always added this, of course, even to that, that we would use the 60-day termination clause, even in those cases, only in the event that we felt like the very existence of our union was at stake; that we wished stability for them and for us; that we [1543] had no more stability than they had. Our whole desire was to continue harmonious relations as in the past and the security that both parties had had.

* * *

Q. (By Mr. Van Arkel) Now, are there other omissions in those notes, Mr. Rhoden?

A. Yes.

Q. What are they?

A. I went into more detail in explaining this no posting of anything than at any meeting we had ever had.

I took perhaps a half hour in explaining every detail of how we could along without either party posting anything at all, and giving them even greater assurance than I had ever given them in the past that the 60-day clause would not be used to get more money; that it would only be used in extreme cases.

I pointed out to them how I believed we could avoid permitting those extreme conditions to arise, and they felt so impressed by that that they left the room, and they were gone for a half hour to an hour, to consult, as they said, with the publishers themselves.

Then when they came back, the smiles had left their faces that they had when they went out, and the only thing they said was, "We would like to have an adjournment until [1544] Thursday." This was on a Tuesday.

Q. Now, would you examine Exhibit 5-M, Mr. Rhoden?

A. Yes.

Q. What is the date of that, please?

A. November 11, 1947, afternoon session.

* * *

Q. Perhaps it is Page 3, seventh paragraph.

A. I told you that you would not be able to figure out my hieroglyphics. Yes, it is Page 3, Paragraph 7. Now, what line?

Q. Line 8.

A. The line reads as follows: " 'no'—everyone dropped down our threats."

That was taken in the midst of a report about what Mr. Randolph said. Well, now, what Mr. Randolph says was, "Everyone dropped down our throats."

Of course, he made no threat, and the line above that makes it clear, and it says—well, perhaps I had better quote from above there:

"By calling in the ITU to interpret the relation of the local. All of these years that system has been in vogue pays us to have it stay there. We are trying to avoid [1545] some nasty things the law is doing to us. No one kicked before Taft-Hartley law, and Florida and other states went along under conditions of employment before

the Taft-Hartley law. Then came the Taft-Hartley law and they say, 'No,'—everyone dropped down our throats."

Q. Will you examine Exhibit 5-N?

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Q. Is there anything omitted in the speech of Mr. Bassett?

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The Witness: A very important omission is made as to what Mr. Bassett said. Mr. Bassett said this:

[1546] "You say that you have five objectives.

"No. One, the right of the union to refuse to work with non-union men.

"Two, the right to refuse to handle struck work.

"Three, the right of traditional jurisdiction.

"Four, no contract.

"Five, adequate increase in wages."

"All right. You say you have the first four, and that you wish to attain the fifth.

"Now, there is no way that you can get the fifth without surrendering the fourth. The only way that you can retain the fourth is to forego your increase in wages or your fifth objective."

Trial Examiner Leff: What was the fourth, again?

The Witness: The fourth was "no contract."

Trial Examiner Leff: Yes. Thank you.

Q. (By Mr. Van Arkel) Did the union make any reply to that statement of Mr. Bassett, Mr. Rhoden?

A. Yes. Mr. Randolph gave him an answer, of course, and told him that he appreciated very much the position of the publishers, that both of us had our problems, and that he believed that if the publishers would make as serious an effort as the union, that an understanding could be reached.

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[1548] • • • Q. (By Mr. Van Arkel) Now, Mr. Rhoden, do you have Exhibit 5-P?

• • •

The Witness: Page 4, Respondent's Exhibit 5-P, November 13, 1947. The line reads, "Publishers knew proposal was submitted."

Now, this refers to the final offer, really the final offer that they made us, and I believe there is some confusion as to whether that is the Woodard proposal or the Gar-

rison proposal. Here I believe it is referred to as the Garrison proposal. That was the proposal in which they offered us a year's contract with a modified sixty-day cancellation clause, but what they omit to mention here is what that was tied up with.

That was tied up with a written proposal which they submitted with it in regard to the working conditions of [1549] the mailers, and that provided simply that the union would agree that non-union members could be brought in to the work of the mailing rooms in order to prevent the publishers' having to pay overtime to the mailers.

Now, the proposal known as the Garrison proposal again was an incomplete document. It did not say anything at all about money or anything else. It provided just for the duration of the contract and one or two other very minor matters in regard to a contract, and voluntarily a proposal that the employers would hire solely union foremen.

• • •

Trial Examiner Leff: You say that was submitted simultaneously with the so-called Woodard proposal?

The Witness: That is right, and the Woodard or the Garrison proposal was submitted with the sole proviso that would be withdrawn if the union did not accept the submitted written proposal in regard to the mailers, and I am not referring there to the letter that the [1550] publishers wrote that night and gave to the union the next day dealing with certain conditions that they wished to clear up in regard to the existing contract in the mailing room.

Q. (By Mr. Van Arkel) Now, Mr. Rhoden, would you look at Exhibit 5-Q—

A. Yes.

Q. (Continuing) —at page 5, the third paragraph from the end. What is the date of that exhibit, Mr. Rhoden?

A. The date is November 14, 1947, and it refers to the morning session, although I don't believe it says so. Now, page 3—

Q. Page 5—

A. Yes.

Q. (Continuing) —paragraph 3 from the end—

A. Yes.

Q. (Continuing) —do you have some comment about that?

A. Yes, I will read the entire paragraph and then I would like to point out the very serious omissions: "Rhoden," quoting, "maybe I can attempt to make a correction. It looks to me like the publishers are refusing to negotiate. We have insisted that you lay all your cards on the table. Here is what we would like to have you do. Tell us exactly what wording the contract will contain, tell us what the maximum is that you are willing to pay, [1551] state the absolute tops that you are willing to pay. State the maximum reduction of hours.

"We want holidays increased, we want severance pay, we want sick benefits, we want improvement in linotype operation on competency. Go the limit. You haven't made an effort on these phases.

"We can't accept a thing if the executive council does not recommend. You say only that the union's objective is to put these things in Conditions of Employment. There isn't anything that stands in the way of getting along except your own imagination.

"We are always doing things you unilaterally impose. We have got to work the hours that you impose. You post office rules. In my own shop we had rules that were objectionable. I told the boys to hold their horses and to go ahead and do their work even though they did not like those office rules."

It does not quote me accurately in the line where I am supposed to say, "we can't accept a thing if the executive council does not recommend." That is an erroneous quotation.

Q. Did you say something about that subject at that point, Mr. Rhoden?

A. Yes.

Q. What did you say, do you recall?

[1552] A. The paragraph—I mean the line there no doubt was just the distorted way in which the notes were taken down—

Trial Examiner Leff: What is the best recollection of say?

The Witness: Yes. Without any intent—the intent is so completely erroneous that it is quite difficult to try to straighten the thing out.

Trial Examiner Leff: What is the best recollection of what you did say on that occasion?

The Witness: Well, what I am trying to say here, Mr. Examiner, is that I don't recall saying anything that could have any such construction at all. In fact, my only comment would be that in the way that is expressed, that I made no comment along those lines whatsoever.

I believe that that would be the most accurate way to dispose of that particular sentence because at no time did I say that the union couldn't accept a thing that the executive council does not recommend. I didn't say that. I never said that at any time.

I always pointed out the autonomy of the local union and its right to accept anything it pleased whether the executive council approved or not.

Q. (By Mr. Van Arkel) Mr. Rhoden, excuse me. Just to return a moment, with respect to what has been variously referred to as the Garrison proposal or the Wood-
[1553] ard proposal, was the executive council of the International Typographical Union present at the time that was proposed?

A. Yes.

Q. Do you recall what if any comments Mr. Randolph or any other member of the executive council made with respect to that proposal?

A. Yes, he said this, that the extent it was tied up with this written proposal in regard to the mailers, they couldn't consider it at all, but if they would offer it by itself without this highly objectionable tieup with the mailers and would make a complete offer, that the executive council and the union would give it very serious consideration, that it was the first proposition that they had offered that seemed to have any meat in it.

Q. Did Mr. Randolph in the course of that conversation describe that as a possibility?

A. Very much so, and he invited them time and again to submit that in connection with a complete document and divorce it from the mailers' proposition.

Q. And what was the publishers' answer to that suggestion?

A. First of all, it was irrevocably tied up with the mailer proposition, and next of all, that they would not submit any complete proposal until we had agreed to the framework of the contract.

Q. Now, Mr. Rhoden, have you—

[1554] A. Now, I had started to comment about this—

Q. Excuse me—

A. (Continuing)—about this paragraph which they quoted. I talked for perhaps thirty minutes and the reason that I did that was that for the first time I had an opportunity of presenting to all of the publishers directly the position that the scale committee had taken in the negotiations previous to the coming in of the executive council.

The publishers themselves had pointed out two or three main objections that they had to the Conditions of Employment proposed by the union and to the Form P-6 (A). One of those was the lack of security; another one was the probability that the union would use the sixty-day termination clause to demand more money at the end of every two-month period; and No. 3 was that if they made us a complete proposal that we would take their money offer and we would put that bodily into our Conditions of Employment, and inasmuch as they would have committed themselves to that much money, that we might be able to take undue advantage of it.

I pointed out that we always considered that any offer until it was accepted was off the record and that they need not worry about that.

I pointed out how long it would take for the union to decide that it wanted to make a change or serve a sixty-[1555] day termination notice; that first of all two-thirds majority of the union would have to vote in favor of making a proposed change or giving the sixty-day termination notice, because the laws of the local union require, the laws of the International, rather, require that it takes a two-third vote to change an existing agreement, to change a contract.

I pointed out the difficulty of getting a two-thirds majority in any group, that our membership was five thousand different individuals, that they each had different ideas about what should be done, and that it would probably take two or three months at two or three regular monthly meetings for them to decide to agree upon what changes they wanted, and after they did that it would be absolutely incumbent upon them to meet with the publishers and make every possible effort to get the publishers

to agree to the changes the union desire before they could do anything about it, so far as taking a strike vote or anything of that sort.

That after they had failed completely in their negotiations with the publishers, they had reached a complete deadlock, that only then, after the scale committee and the officials of the union reported to either a special or regular meeting of the union, and the union had voted to notify the International Union that a deadlock existed [1556] which might lead to a strike or a lockout, could the International even be brought in under such conditions, and because of the fact that the council was busy, there were eight hundred locals throughout the entire United States, each one of them demanding, requesting the services of the council, that it would probably be two or three weeks at the shortest, that there had been years before we could get them in, and then after they came in, that they would make every possible effort to reach an understanding with the publishers and then they would have to report their findings to another special or regular meeting of the union, and only in case, then, that the union requested a strike vote could the contract ever be completely terminated and the publishers be deprived of the services of our members, and that that would probably require four or five months.

I pointed this out to them, that even if we signed a year's contract, that after the six months' point in that contract had passed they would probably always have just as little security as they would have at any time under this sixty-day termination clause.

Trial Examiner Leff: Would all this lengthy procedure be necessary in a situation where the employees elected to walk off the job because a publisher had hired a non-union employee?

[1557] The Witness: Mr. Examiner, under our ITU law the employees can never vote or elect to walk off a job without going through this entire procedure that I have just outlined, and if you will examine—

Trial Examiner Leff: Under your Conditions of Employment or even under your proposed contract P-6(A), no sixty-day notice was required in a situation where a publisher had hired non-union people, isn't that true?

The Witness: Yes. Well, even then, and we might say, of course, Mr. Examiner, that a situation could arise, the union could consider so serious that it could be done faster than that, but I pointed out the procedure that must be followed.

And let me also point out now that we served notice upon the publishers ninety days before the contract expired, and we spent months before then deciding what we wanted to propose before we had arrived at that, and it still took more than four months after we first served notice upon the publishers even in these serious times before we were in position to take a strike vote.

And let me point out here also, Mr. Examiner, that it costs money to strike. A strike is a very serious thing. The history of our union proves that we use it only in case of a last resort and never as a first or a fiftieth or [1558] anything like that, and certainly the executive council is not going to have its treasury drained by the expense of a strike if there is any possible way out other than that.

Well, to continue then with the statement I was making, I stated to them, then, that many times in the past, that in fact the usual procedure in scale negotiations, was for the publishers to make complete offers before the main provisions of the contract had been agreed upon or the duration of the contract, and that in proceeding to give us an offer now before we had agreed upon the length of the contract and other things, that they would only be proceeding in accordance with the usual custom of proceeding in the past.

I pointed out to them further that we had told their representatives that inasmuch as any offer that was made was always considered to be made as a whole, and that the rejection of the offer as a whole automatically carried with it the rejection of any part, so that if they did make an offer that carried money with it, that that offer was always understood and would be understood by us to be automatically withdrawn if we did not accept the entire provision.

And then I did point out, one, what I thought would be good for them and for us, that they had the perfect right if they made an offer of money in connec- [1559] tion with an entire contract and we rejected the contract as a

whole, to withdraw the money in its entirety, but if we did do as they said and picked out just the money and put that in our Conditions of Employment, at least it would be one thing that they had agreed upon, and that certainly they could not object to us getting closer together upon money than we ever had before, but that I would give them the word of our union as the chairman of the scale committee that we would not take that money and put it in the Conditions of Employment if we failed to accept their entire proposal.

Now, those are the things that this very conveniently evidently omits.

Q. (By Mr. Van Arkel) Now, Mr. Rhoden, have you also examined the notes which have been marked as 5-I and 5-K?

A. Yes.

Q. Do you have any corrections or additions to those notes?

A. Yes, 5-I—

Q. What is the date of 5-I, please?

A. October 20, 1947. I might add that was the date the contract expired. It expired at midnight of October 20th.

In the sixth paragraph I wish to quote: "O'Keefe pointed out that the ITU bulletins had contained in- [1560] structions to local unions to get from the publishers a wage offer which could be included in the Conditions of Employment if the union decided that the offers were satisfactory, and because of their instructions the publishers were insisting that they be assured that an agreement was possible before they would discuss wages."

I told them at this meeting which preceded the other meeting by the time lapse between October 20th and November 14th, that we would not use such an offer to put into our Conditions of Employment, so that they could feel free to make any offer that they pleased and withdraw it if we could not accept all the conditions that surrounded that money offer.

Q. Did you have some observations with respect to Exhibit 5-K as well, Mr. Rhoden?

A. Yes.

Q. What is the date of that exhibit?

A. Thursday, October 23, 1947, and I might point out

that that was two days after the expiration of the contract.

Paragraph 3 quotes as follows: "O'Keefe referred to the ITU policy which the publishers were convinced could not be reversed and that the union there was following Randolph's instructions to the letter."

And I will quote the next paragraph: "Rhoden said [1561] that the publishers were following ANPA plan of procedure with every "i" dotted and that we had no point in challenging the union with following ITU policies, when we were doing exactly the same thing."

Now, we had in our possession an article in the Editor and Publisher that advised the publishers to do just exactly what the publishers were doing in every instance.

* * *

[1570] Mr. Van Arkel: I now offer to prove, Mr. Examiner, that during this discussion the witness had in his possession and in the course of the discussion referred to an article which appeared in the September number of Editor and Publisher, which article was entitled, "American Newspaper Publishers Association Advises Course in ITU negotiations," written by Mr. Charles W. Duke, reporting as follows:

"Seven suggestions on the immediate course of action to be pursued by United States newspaper publishers who have contracts open now or within the next few weeks with the International Typographical Union were offered at the 23d Annual Convention of the Pennsylvania Newspaper Publishers Association, which took place here on October 10th to 11th at Penn Harris Hotel.

"They came from headquarters of the American Newspaper Publishers Association.

"Both Cranston Williams, ANPA general manager, and John J. Dale, chairman of the ANPA standing [1571] committee were scheduled as appears on the program, but neither could attend because of duties in connection with the ANPA complaint filed October 7th at Cincinnati, where NLRB charges ITU has violated the Taft-Hartley Act.

"William R. Moorish of ANPA standing committee, who read a prepared statement, stated the charge that ANPA's standing committee lacked authority to make a satisfactory agreement is without foundation. Moorish

said those versed in ANPA history know that almost without exception the board of directors have accepted the recommendations of the standing committee, and no one can say, declared Mr. Moorish, that the ANPA did not offer the ITU reasonable evidence by which even a month after the launching of the no-contract policy that organization might have escaped from its unhappy predicament.

"A record breaking attendance of newspaper publishers and editors, representatives of 268 dailies and weeklies, heard the ANPA spokesmen.

"The seven points enunciated by Moorish were as follows:

"1. Continue to bargain in good faith as in the past. Let your attitude be conciliatory and reassuring that you are not 'out to bust the union' through the [1572] Taft-Hartley Act or by any other means.

"2. Insist firmly but calmly that you are bargaining for a written signed contract for one year or more without cancellation clauses. Indicate fully that you appreciate the union's position under the ITU mandate but remind them of your own rights in the matter.

"3. When and if served with Conditions of Employment reject Conditions of Employment in writing without delay and offer to continue bargaining for a written contract.

"4. Consult with your attorney on every step in negotiations.

"5. Keep your state association and ANPA advised and they will help you.

"6. Maintain wages as a separate issue from Conditions of Employment.

"7. Get together with your neighboring publishers in Pennsylvania on a general range of scale offers and try to preserve historic wage patterns.

Trial Examiner Leff: Was that read at all in the meeting?

The Witness: We pointed out those seven methods of procedure by the representative of Mr. Dale, who is chairman of the special standing committee which deals [1573] with the scale negotiations between members of the ANPA local groups and the unions of the Typographical Union, and we pointed out to them that they charge

us with following the ITU policy and that they had based their whole procedure upon what they thought our procedure must be, and then we came back and we pointed out those things, told them the authority for it, Mr. Examiner.

Trial Examiner Leff: Did you refer in the course of your discussions to the specific article of Editor and Publisher?

The Witness: Yes, sir.

* * *

[1574] Trial Examiner Leff: I will reject the offer of proof to this extent. I will not let you prove the entire document or matter that you were reading because that would be the equivalent of introducing into evidence a document that hasn't been properly identified.

I do not reject it on the basis, however, that I consider it irrelevant or immaterial, rather, on the basis that no foundation has been laid.

I will permit you to examine the witness, to have him indicate in his testimony everything that was said in connection with this document during the course of the bargaining conference.

* * *

[1577] Q. What specific points in the ANPA program, Mr. Rhoden, were referred to in the course of the discussion which you had?

A. The way that they had begun their negotiations with us of assuring us that they did not want to injure the union. It was exactly in accordance with one of the points of procedure that was in this document.

Then they insisted that we have nothing but a year's contract or not less than a year's contract. They followed that to the last dotted "i" and the last crossed "t."

That next they had rejected, just as the document suggested, the advice from the ANPA, they had rejected Conditions of Employment, and that they had likewise rejected Form P-6(A), and that they had refused, just as the document stated, to make any money offer.

They had refused to tie it up with anything else.

Q. Now, Mr. Rhoden, there has been some discussion here about a certain change in language from the previous "bogus" clause in the 1946 agreement to the Conditions of Employment. Was there a change in that clause in the Conditions of Employment?

A. Yes.

Q. Did the subject of that change ever come up in any negotiations with the publishers?

A. It did not.

[1578] Q. Now, would you state the reasons why there was a change in the language from the previous contract to the Conditions of Employment?

A. I will be glad to. The language is different from what we had given the publishers as a guide for them to make their counterproposals to us, which had been adopted before the Taft-Hartley Act by the International Union.

In order to make this perfectly clear the union always draps up its proposal before its first meeting with the publishers, and those proposals are usually drawn up by the scale committee and submitted to the union membership at either a regular or special meeting, and as a rule these proposals are first submitted to them in written form so that every member of the union can know before the meeting what each proposal is.

Then we usually go over each paragraph of our proposals, separate paragraph at a time, and we discuss them or amend them according to the wishes of the majority of the members at the union.

So in this proposal we had proposed certain language that was almost identical with the language of the contract that became effective October 21, 1946.

That, as I would like to show the Examiner here, is rather lengthy. It takes up approximately three pages to state that in the contract that expired [1579] October 21, 1947, and the "bogus" provision of that contract starts at the bottom of page 6, takes all of page 7, and most of page 8, and the ITU Conditions of Employment set out for the guidance only of the members of the union had just a very short statement, and I will say that we hadn't even considered that it provided for anything different from what our contract proposed, and so in order to make the document, Conditions of Employment, as brief as possible, we used the language that the ITU had proposed instead of our own language, and in putting the ITU language in the Conditions of Employment that we submitted to the publishers we did that, as we did every other one of our proposals.

We expected that whatever they didn't like, that they would suggest changes, and so our idea was that if they did object to that paragraph for any reason—we hadn't thought of any reason—that then we said, all right we will just put into the Conditions of Employment the "bogus" clause that we have in the contract that will expire October 21, 1947.

"Will" is used because I am speaking of negotiations before that expiration date, and if the publishers had made one objection to the new language we would be very glad to have stopped any argument and just inserted the language that was in the contract that they had agreed to. [1580] Q. Now, Mr. Rhoden, on what newspaper have you been employed?

A. The Chicago Daily News.

Q. And were you employed there on the news work or ad work?

A. I have been on the News for about twenty-one years. About half of that time was on ad work.

Q. And are you familiar with the processes by which the advertising copy is set in the composing room?

A. Yes.

Q. The operations of the composing room, Mr. Rhoden, are there, during the course of the day, busy periods and slack periods?

A. Yes.

Q. About how long do those periods last?

A. In the news room, the news end and the makeup, and also in the proof room—and I have worked on the makeup and the proof room as well as in the ads—the busy and slack periods will come at intervals of about an hour, or an hour and a half, which is determined by the length of time between two editions.

Q. How about the advertising end?

A. In the advertising, it doesn't follow that hour to an hour and a half difference between the editions in the same complete sense that it does in the makeup and in the news operating end and the proof room, but there are very definitely slack periods in the ad room by virtue of the ordinary newspaper [1581] production, production of a newspaper, and I have seen slack periods, as a rule, on every shift. There will be slack periods the total which would run and hour or two each day at which time the members are not anything like as busy as they

are the other times, because ads have to meet editions the same as news matter.

Q. Now, under those circumstances are there times when there is no live matter available for printers in the composing room to set?

A. There certainly is.

Q. Could you give us an estimate, Mr. Rhoden, in the normal operation of a newspaper, about how many hours a week would there be when there was no live matter to be set?

A. Now, remember that this would vary according to whether we are considering the busy season or the dull season. There are two dull seasons a year in the newspaper business, and there are two busy season. The dull seasons are usually January and February. That is the depth of winter and also in the depth of summer, so there would be more slack time, of course, in the dull period of the winter and the dull period of the summer than you would have in the busy periods, which is the period of two or three months surrounding Easter and the two or three months preceding Christmas. That is, beginning in October, the latter part of September, and continuing up until Christmas.

[1582] You asked for the slack time over the period of a week, I believe?

Q. Yes.

A. The slack time would run into a total—it would amount to at least a day or maybe two days in the entire week. I would say a day, anyway, accumulative over the week. That would be an average for the year.

Q. Now, are those the periods of time that are used for reproducing matter?

A. Those are the times and the only times that are used for the reproduction of matter.

Trial Examiner Leff: Who works on the reproduction of matter, only those who customarily work in the ad division or section, or do all printers work on reproduction?

The Witness: We might say that all printers in the composing room with the exception of the makeup people work on reproduction, because sometimes the news operators have to set reproduction. The proof readers always work on reproduction, the ad men, always, and the three

main groups, Mr. Examiner, in the composing room that comprise 98 per cent of the personnel are the groups that I have outlined, the ad room, the makeup, the operators in the proof room, and every one of those groups with the exception of the makeup men work on bogus reproduction.

Q. (By Mr. Van Arkel:) Now, Mr. Rhoden, has the operation [1583] of the reproduction rule given a greater stability of employment to printers in the industry in Chicago?

A. Yes, it certainly does.

Q. Would you explain that answer, please?

A. Yes. It gives greater stability in two ways. One is that during the slack periods, that is, the slack seasons it stabilizes the work so that some members who might be laid off would continue to have steady work, and then it also helps stabilize it over the period of each week. It wouldn't matter what week you would take throughout the year. For this reason, that on the average newspaper, Mr. Examiner, there is a great difference in the size of those papers—for instance, some papers would run, say, on Monday and, say, Saturday, only twenty-five or thirty pages, but the Thursday and the Friday papers would run, say, anywhere from forty up to sixty, otherwise, about twice as much. The Sunday papers, like on the Tribune go over two hundred pages very often on Sunday, whereas on Monday they would be only, say, twenty-five pages.

Now, it is quite evident that such a tremendous variation in the amount of the work that is produced, that is, the finished product of the paper of sixty, two hundred pages and twenty-five pages, that you don't have to have anything like the number of employees on Monday that you have to have on Thursday and Friday when you are getting out the big [1584] week day editions and doing most of the work on the Sunday editions.

Trial Examiner Leff: Perhaps I would be able to understand you better if you first answer this question: Are the printers here in Chicago customarily employed on a weekly basis or are they employed on an hourly basis?

The Witness: Under the provisions of the contract that expired and the customary contracts in the past we have a section of the contract, Mr. Examiner, that reads in substance as follows:

"The foreman shall put on the number of situations required, the minimum number of situations, to meet the requirements of the office, and shall not hire the force from day to day."

Trial Examiner Leff: Well, does that mean he hires them from week to week?

The Witness: No, it means this. We have regular situations. We are entitled to it in the printing industry the same as any other industry, otherwise we are entitled to stability of employment.

Trial Examiner Leff: That is my point. If a man is hired on a weekly basis—

The Witness: That is right.

Trial Examiner Leff: (Continuing)—he has a stable situation, whether he is occupied during these lull periods [1585] or whether he just sits around and does nothing during the lull periods.

The Witness: That is right.

Trial Examiner Leff: Well, certainly you don't contend the reason the union wants the bogus clause is in order to enable its members to keep occupied during the entire day?

The Witness: Yes, let me say this. It adds to the morale of the members of the union, and it is to the benefit of the office because, otherwise they might be gathered in little groups here, they might be shooting craps or anything else, and if there is something to occupy them, the entire morale of the composing room is much better than if they had nothing whatsoever to do in those periods. Otherwise, it prevent innumerable off the record little chapel meetings by groups all over the composing room, and so what they do in the slack days of the week when there isn't enough live matter going into the day's edition to keep all of them busy, they will reproduce or handle the bogus, and what that does is, it keeps the people busy, your day passes faster if you have something to work on than if you were just completely idle.

And so it is certainly a stabilizing element and a morale builder which benefits the office as well as benefits the members of the union.

Q. (By Mr. Van Arkel:) Now, does the same principle hold [1586] true over some considerable period of time, Mr. Rhoden?

A. Yes, that holds true over the entire year.

Q. As a matter of practice, is bogus allowed to accumulate beyond, let us say, seven days?

A. When there is plenty of work, it is. When it can be handled without requiring people to work overtime, why, it is always processed within the seven day period, but many times it will accumulate for weeks and months because it would require working over time in order to do it, and under the contract bogus is never required to be processed on overtime.

Q. From your observation, Mr. Rhoden, is the same amount of time required to set live matter that is required to set reproduced matter?

A. Absolutely not.

Q. Would you explain that answer, please?

A. Yes. For the benefit of the Examiner, I would like to refer to an ad that appeared in today's Tribune, and I need to apologize by virtue of the fact that it is scab produced for even using it as evidence to read in, but I think maybe the intent will justify this violation of union principles and rules.

Mr. Hamilton: Mr. Examiner, I ask that the comments upon the appearance of the Tribune be stricken from the record. They are not responsive to the question.

Trial Examiner Leff: Motion granted.

[1587] The Witness: I will say that what I said was in jest and not to be taken seriously.

Mr. Van Arkel: May I just have that marked Respondents' Exhibit 8?

(Thereupon, the document above referred to was marked Respondents' Exhibit No. 8 for identification.)

Mr. Van Arkel: I will ask, Mr. Examiner, that the advertisement for "Utility Stationary Stores" which hereby receives some free advertising which the witness has produced from the Chicago Tribune of January 20, 1947, be received in evidence.

Mr. Sinsheimer: No objection.

Trial Examiner Leff: Respondent's Exhibit 8 is admitted in evidence.

(Thereupon, the document above referred to, previously marked Respondent's Exhibit No. 8 for identification was received in evidence.)

The Witness: I wish, Mr. Examiner, in order to make this process entirely clear, to say that in bogusing this the markup man, the printer works from the printed copy. Now, all that he has to do—he sees in advance what his type faces are, what the exact measurement is, the length of rules and everything else, so that he doesn't have to waste any time at all in trying to figure out how long these rules should be, what type space should be used, the column widths [1588] and how the indention around the cuts should be made.

Trial Examiner Leff: Let me interrupt at this point. In the case of original production, aren't all these elements indicated by the advertiser's agent?

The Witness: Let's take the best case, Mr. Examiner.

Trial Examiner Leff: Yes.

The Witness: In the best instance, the copy, the manuscript copy will come in with a layout and it will show where he wishes the cuts and so forth and will give, we will say, rather a complete layout as to what he wants, but it is the printer who has to figure out how to make such copy fit, and just exactly what the length of the line should be and to see that all the rules and all the cuts fit in just the way the advertiser desires in his layout. For instance, now, if you will take this first, here, you just have typewritten or handwritten copy. The markup man, when he is working from the original manuscript, must determine, first of all, how many lines it is necessary to take care of this idention by virtue of the leg of the filing cabinet, I believe, that is shown here.

Now, he has to know just about how many letters will go in each line; there. Then he has to know exactly how many lines it will take to fill up that particular depth of type of that size, and he has to figure it out all the way through.

[1589] For instance down here he will have to figure with a cut of that size what sized type is required, and it will take him a much greater length of time. I would say, not less than three to four times the length of time to just figure that out as to what will be required when it is marked up for bogus.

Here is another thing. Each one of these cuts must be put in there at just the proper angle. The cuts usually come in in one of two forms. They will come in either as

what we call a cast or they will come in as a zinc. Now, as a rule the zinc is not mounted. It just comes in, in a thickness, I would say offhand of about one-sixth of an inch thick.

Now, that has to be built up on furniture. We put furniture under it and in the case if it is a zinc, he has to call in the stereotyper from the stereotyping room, call him over to his frame, as a rule, or he may take it in to the ad man in the stereotyping room, and then this ad man will have to stand right by there and place the cut in exactly the position the advertiser wishes, and have the stereotyper pack it on to the base in the exact position that the advertiser wishes it, or if it is a cast, it is very seldom that these cuts are on a square basis, and it will take even more time to get them adjusted so that this can be rolled for a mat under the tremendous pressure that those machines have, and he might just have to go plug [1590] it up with very minute pieces of metal over here more than he put in here (indicating) in order to get the cast properly balanced.

On an ad like this, just the adjusting of those cuts, could take, I would say, an hour to an hour and a half of the time of one individual. When this is bogused, to take care of these cuts, would not require more than ten minutes time at the outside, so it is safe to say that the processing of that ad, as bogus, does not take more than a fourth of time it would to put up that ad originally from manuscript.

Trial Examiner Leff: That is an unusually difficult ad you hold in your hand because of the diagonal columns?

The Witness: Yes. However, Mr. Examiner let me say this: I could go over the records and ads that run every week—

Trial Examiner Leff: Would you say that on the average it takes one-fourth the time to reproduce an ad—

The Witness: I would say on the average about a third.

Trial Examiner Leff: About a third?

The Witness: Yes, because this is slightly worse than the average, but nothing like as bad as many as we will get. Well, we will get many, Mr. Examiner, that would have, say, fifty cuts in an ad no wider than those, but we would say, the full page in depth, and so I would say that

as a whole we could place the figure at not more than [1591] one-third and I might say, also, Mr. Examiner, in connection with this that many times when a mat or a cast comes in, if the advertiser, for instance, would send in a mat or a cast of this particular ad, the cast might not be so good, the mat might be used and worn, and if the newspaper ran the mat, the advertiser wouldn't get very good service, the readability might be even poorer than it is with the new type, the modern type of printing that we find in the newspaper today, and so, in that case the office would immediately start to work setting it up in type. They would use the mat of the cast only for the first one or two editions and then they would use the stuff that was set in the other editions, and because it is once set it does not have to be reset.

Trial Examiner Leff: That would be rather unusual, would it not?

The Witness: No, no.

Trial Examiner Leff: Because in most cases the reproduction is done about, say, seven days later?

The Witness: But you see in this case, why, the reproduction is done immediately and for use, and that is done frequently, Mr. Examiner.

Trial Examiner Leff: About how often would you say reproduction is done for use on these ads?

The Witness: I would say in about ten per cent of the [1592] cases. Let me add that the type always belongs to the office and it is theirs to use any time that they please.

Q. (By Mr. Van Arkel:) Now, Mr. Rhoden, in the absence of a reproduction clause would there be a substantial financial inducement to the newspapers to have all of their advertising set in a single, central ad in the shop?

Mr. Sinsheimer: Objection.

Trial Examiner Leff: Oh, we have opinions from the publishers' representatives. We will take his opinion for what it is worth. It is really just argumentative, but since I took it from one side I will take it from the other.

Mr. Sinsheimer: We didn't bring it out.

Trial Examiner Leff: Well, it is in evidence, isn't it?

Mr. Sinsheimer: Yes.

The Witness: Mr. Van Arkel, you asked if there would be any savings to the advertiser?

Q. (By Mr. Van Arkel:) No, would there be a financial inducement to the newspaper if there were not a reproduction clause to have all of their advertising work done in some central advertising agency?

A. There certainly would.

Q. And would the result of that be to eliminate printers on advertising work at each of the newspapers?

A. A tremendous number of them.

[1593] Trial Examiner Leff: Will you read that last question and answer, please?

(The record was read.)

Q. (By Mr. Van Arkel:) Now, can the foreman lay off men in the composing room at any time?

A. He can lay off any regular situation on forty-eight hours notice.

Q. That is, during the middle of the week, for example, a regular situation holder might be laid off?

A. That is correct. Under the provisions of the contract he can do that.

Q. In the absence of any reproduction work would the foreman lay off a substantially larger number of printers than they now do?

A. Yes, unquestionably.

Q. Does the bogus work thereby provide a more uniform stable employment throughout a week?

A. Yes, it does.

Q. In your judgment, Mr. Rhoden, would the printers continue to work as readily in the newspaper industry if they were assured of only a few days' employment a week rather than a full weeks' work?

A. No, Mr. Van Arkel, and in these times of high employment the newspapers would be considerably undermanned if they did not assure the printers of stability of employment.

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[1595] • • • Q. (By Mr. Van Arkel) Now, Mr. Rhoden, referring to Board's Exhibit 10-PP, which is a letter of November 24th from the publishers to Mr. Piloh, President of the Chicago Typographical Union No. 16, I note the statement in paragraph 1 of that letter as follows:

"You"—meaning the union—" are attempting to mandate a wage scale. We cannot recognize a mandated wage scale."

Have there been incidents in the history of the relations between the publishers and Local 16 where the publishers have threatened to mandate a scale?

A. There have.

Q. And when did such incident or incidents occur?

A. That was in February of 1933, and I have here a copy [1596] of the letter they sent to the Chicago Typographical Union No. 16, which contains that threat of theirs to mandate a scale if the union did not agree to their request for a reduction in the scale.

Q. Would you read that letter?

A. Yes, it was on their letterhead, and the original of this is in the minute books of the Chicago Typographical Union No. 16, and it can be photographed, if there is any question as to its authenticity.

Mr. Sinsheimer: May we have the date?

The Witness: I was going to read all of that, Mr. Sinsheimer.

Mr. Sinsheimer: Very well.

The Witness: The letterhead reads like this: "Chicago Local of the American Newspaper Publishers Association, 211 West Wacker Drive, Chicago."

Then it goes on:

"February 2nd, 1933."

Up on the top is: "Martin V. Kelley, Secretary."

Then the letter goes on:

"Chicago Typographical Union No. 16,
Room 1519—130 North Wells Street,
Chicago, Illinois:

Gentlemen: Attention: W. J. Hedger, President.

"I am directed by the members of Chicago Local ANPA [1597] to transmit to you the following communication:

"' After the numerous meetings commencing in June, 1932, between the scale committee of the Chicago Typographical Union No. 16 and the scale committee representing the Chicago Newspaper Publishers for the purpose of securing a reduction in wages, no agreement has been reached. We are convinced that a discussion at meetings will merely cause further delays. Chicago Local ANPA herewith offers arbitration confined to the basic wage scales now being paid providing the officers of the members shall control the work week. If actual arbitration of the basic wage scale now being paid is not in operation

on or before March 1, 1933, the members of Chicago Local ANPA will post a wage scale.'

"Very Truly yours,

"(Signed) Martin V. Kelley, Secretary,

"Chicago Local ANPA."

and it carries the initial WEM:A, and copy to Mr. Charles P. Howard.

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[1600] • • • Q. (By Mr. Van Arkel) Mr. Rhoden, in the history of the relations between Chicago Local 16 and the Chicago Publishers Association, have there been periods prior to 1947 when those relations were not governed by an agreement?

A. There have been many of them.

Q. Do you have any memorandum of those occasions?

A. I have.

Q. Would you say during what periods their relations were not covered by an agreement?

A. Now, let me say that I do not include all of the short recent periods, and it does not by any means go back and take care of all of the instances in the past since we have had contractual relations with the Chicago Newspaper Publishers Association, or as it was formerly known, the Chicago Local of the ANPA.

The first notation I have here is for—

Q. From what sources did you make these notes?

A. I got these from the official record.

Q. Yes.

A. The first was a period of eight and two-thirds months, [1601] running from May 22, 1923 to February 11, 1924.

Another period is a period of three months and four days, extending from May 22, 1926, to August 26, 1926.

The next is a period of three years nine months, and six days, extending from May 21, 1929 to February 27, 1933.

Another one is a period of one year and seven months extending from January 4, 1935 to January 4, 1937.

The next instance I have here is the period of five months and nine days, extending from January 3, 1939 to June 12, 1939.

Q. Now, during those periods were there any strikes?

A. There were no strikes.

Q. Did relations during the period when there was no agreement between the publishers and the union continue about as they did when there was an agreement?

A. There was no difference at all.

Q. During those periods did the union adjust grievances and carry on its normal activities?

A. Yes, with no less difficulty and with no more arguments than we had during the period of any contract.

Q. Prior to 1910, Mr. Rhoden, what was the practice between the Chicago Publishers Association and Chicago Union No. 16, with respect to embodying union laws in the agreement?

A. It was the practice to embody the laws, both of the International and of the local union, and if I may be permitted [1602] to quote from the contract dated January 13, 1910—this is on page 4 of that agreement—and I would like to read the third paragraph on that page, which reads as follows:

"The newspaper represented by the party of the first part further bind themselves to respect and observe the conditions imposed by the constitution and by-laws of said Chicago Typographical Union No. 16, and of the International Typographical Union of 1910, or as they may be hereafter amended, copies of which are hereunto attached and made part of the contract, which recognition, however, of said constitution and by-laws and amendments thereto shall not be understood to impose upon the party of the first part any obligation to which it is not a party as expressed in this contract, and further subject to the following changes in said constitution and by-laws."

* * *

[1607] * * * Q. Now, subsequent to 1910, was some change made in that clause, Mr. Rhoden?

A. Yes.

Q. What change was that?

A. They took out both the laws of the Chicago Typographical Union No. 16 and the laws of the International Union.

Q. And when you say "took them out" what do you mean? There was no clause covering those matters?

A. That is right, that is right.

Q. As some time was such a clause reinserted in the agreement?

A. To a partial extent.

In 1945 they were reinstated so far as the general laws of the International Typographical Union were concerned.

Q. Did that clause of the 1945 agreement include the constitution and by-laws?

A. It did not.

Q. Merely the general laws?

A. That is right.

Q. Had they in the meantime been segregated out from the constitution and by-laws?

A. They have.

[1608] Q. Now, in the 1945 agreement, were there provisions which prevented any change in the agreement by amendment of the general laws?

A. There was.

Q. What specifically was that?

A. They specifically referred only to those that were in effect on January 1st of that year.

* * *

[1613] * * * Q. Now, Mr. Rhoden, what would you say was the chief point of disagreement between the representatives of the Chicago Publishers Association and Local 16 during the negotiations which were had?

A. The question over the duration of the contract, and if I might add, also the thing that caused the strike, it was the fact that the publishers would never make any offer of money.

Q. In your judgment, Mr. Rhoden, if the union had been willing to forgo—or let me put it this way:

If the union had been willing to enter into a contract for a term of one year, would an agreement have been reached?

A. I believe so, and I base that upon the frequent statement of the publishers that they would be willing then to discuss everything if we would agree to their term of contract duration.

Q. Conversely, if the publishers had been willing to agree [1614] to include a 60-day cancellation clause in the agreement, do you feel that an agreement would have been reached?

A. I feel equally certain that we could have.

Trial Examiner Leff: Well, would that be true even though the 60-day cancellation clause was not precisely in the form that you propose?

The Witness: Mr. Examiner, on more than one occasion we indicated that the 60-day cancellation clause was not unchangeable. We felt that we could not ourselves propose a longer period, but that we would be glad to consider, if they should submit that in the form of a complete document, a longer period, if the publishers would suggest that.

Trial Examiner Leff: For example, had the publishers submitted the Woodard clause, together with a complete document containing wages and other economic terms, would you have considered it?

The Witness: We would have considered it, and we would have been very glad to have considered it, and we would have done a lot of considering before we would have rejected it.

Q. (By Mr. Van Arkel): During the negotiations which took place between the Publishers' Association and Local 16, Mr. Rhoden, did the publishers at any time point out any provision in either the conditions of employment or Form P-6a which, in their judgment, were illegal?

A. In the most general way. They said on occasion that [1615] they felt like that our proposal in regard to the right of our members to refuse to handle struck work, or the right of our members to work only when they felt like it, and so forth, in connection with the not working with non-union men, or something like that, they felt like that might be, but they never pointed out any specific part of the Taft-Hartley law which those particular things made illegal, in their opinion.

Q. Did they ever, during the course of these negotiations, make any effort to redraft the clauses which you submitted in an effort to make them legal?

A. Not in the slightest.

Q. In their terms?

A. Not in the slightest.

Q. Was there any discussion, Mr. Rhoden, of that clause in the P-6a form which stated that the laws of the International Typographical Union not in conflict with law should govern relations between the parties?

A. Really, there was virtually none.

Q. Did the union give any explanation of the reason for the inclusion of that phrase "not in conflict with law"?

A. Yes. We pointed that out in this light, that in case an agreement should be reached, that we wanted that phrase in there, so that it would automatically eliminate anything that we might inadvertently include that could be construed as a violation of the Taft-Hartley law.

[1616] Q. In the previous agreements that you had had, had the phrase "not in conflict with law" been contained in that clause?

A. It had not.

Q. Did you explain why it was included?

A. Yes. We explained that it had been included so as to make it impossible for either one of us to sign an illegal document.

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Cross Examination.

Q. (By Mr. Sinsheimer) Mr. Rhoden, did you ever work on any "bogus" material yourself?

A. Very much of it.

Q. How many years did you work on it?

A. Well, all of the 21 years that I have been on the Daily News.

Q. How many ads would you say that you worked on that were "bogused"?

A. How many ads?

Q. Yes.

A. Well, Mr. Sinsheimer, while I think my memory is fairly good, I don't believe that I could be expected to give a [1617] very accurate answer over a period of 21 years. I could not tell you how many Marshall Field ads I worked on, or how many Carson Pirie Scott ads I worked on, or any other over that period of time.

Q. Now, Mr. Rhoden, without asking you for the precise number, I would like to know or have your approximate idea. Have you worked on over a hundred, 500, a thousand, or 5,000?

A. I worked on them every week, with perhaps few exceptions, during the entire 21 years. I would not attempt and I do not believe I could be expected to attempt—

Trial Examiner Leff: Well, you could say conservatively that it was well over a thousand, couldn't you?

The Witness: I think I could do that very easily.

Q. (By Mr. Sinsheimer) Well, what was it, over a thousand?

A. I think I could say that.

Q. How many of those that you know of were used after they were "bogused"?

A. Again, I could not state, but very many of them.

Q. Well, do you recall any one that was used during this period of time?

A. Well, now, again, Mr. Sinsheimer, you are asking me to have an exceptionally accurate memory.

Q. I am just asking you now for a few illustrations of ads that you can recall that were "bogused" during this 20-year period.

[1618] A. Mr. Sinsheimer, that is a detailed that if you asked me how many live ads I worked on during that time, I don't keep a record of those. I couldn't tell you about those.

I can say this, that I have worked on "bogus" within the last few months, this time as a proofreader, and I perhaps have worked on a far greater amount of it in the proof room, that is, reading it, than I did in the ad room.

Q. How much work did you do in the ad room setting it up?

A. Well, again it is answer that I could not state clearly, but I can say that very few weeks ever passed by that I did not handle some "bogus."

Q. When was the last time you handled any "bogus"?

A. I would say in September of 1947.

Q. I am again asking you to recall an instance of matter that was "bogused" that was actually used.

A. In the proof room I would have less knowledge of that than when I worked on the floor, and it has been over eight years since I have worked on the floor. When I worked on the floor there were many of them used that way. This is hearsay, but if I may be permitted the same latitude that you were always willing to kind of force upon your own witnesses—

Mr. Sinsheimer: Again I am asking you to confine your answers to my questions.

Mr. Diamond: Please restrain the witness, Mr. Exam-

iner. [1619] We are just paying for the record, and he is filling it up spurious matter.

Trial Examiner Leff: The only latitude you are permitted on the witness stand—it may seem unfortunate to you—is the privilege of listening to the question and answering the question directly.

The Witness: Would you repeat your question, Mr. Sinsheimer?

Q. (By Mr. Sinsheimer) I believe the last question, Mr. Rhoden, was to cite the incidents of work which you had worked on, that is, "bogus" work, which was actually used.

A. I cannot recall. As I say, I have not been in the ad room for the last eight years, and my work over the last eight years has been entirely in the proof room, and in the proof room I would not be expected to have any knowledge of what ran.

The only thing I do is to see whether the reading matter is correct, and things of that sort.

But this is knowledge that I get from the foreman and others, that is, from the assistant foreman.

Q. I am only asking from your own knowledge. You testified before to certain things, and I want to find out from you whether you know of your own knowledge. You are now stating that you do not know, is that right?

A. From my own observation during some 20 years in the ad [1620] room.

Q. But you cannot recall a single instance of matter that you "bogused" that was actually used, is that right?

A. I can't remember that any more than I can remember whether I set a Marshall Field ad or a Carson Pirie Scott ad, but it happened frequently, Mr. Sinsheimer.

Mr. Sinsheimer: I am asking the witness again to confine his answers to the questions.

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[1622] • • • Q. Now, I believe you stated that in August you were not seeking a struck work clause, is that right?

A. No, I believe that our Form A provided that things that were illegal would not be included, and, of course, we did not expect that any part of the old contract that was in violation of the law would be extended.

[1623] The only thing that could be extended was the closed shop phase of it.

Q. As a matter of fact, referring you to your Form A, Mr. Rhoden, Section 4 merely provides for a continuation of the provisions of the previous agreement, does it not?

A. I didn't quite get that, Mr. Sinsheimer.

Q. I said, referring you to the Form A which you just referred to, that is, Board's Exhibit 7-H, Section 4, as a matter of fact, just refers to an extension of the provision of the original agreement?

A. That is right.

* * *

[1625] * * * Q. (By Mr. Sinsheimer) I am going to ask you again, is there anything in Form A that says directly or indirectly that the struck work clause was not to be included?

A. The law itself excluded that, Mr. Sinsheimer.

Q. Is there anything in Form A which states that those matters which are excluded by law are not to be included in Form A?

A. Mr. Sinsheimer, let me say this, that the very reason we brought those things out in discussion was our 60-day [1626] cancellation clause on the part of the union and the 10-day cancellation privilege on the part of the publishers.

Trial Examiner Leff: Was that a reason given by the publishers for declining to accept that contract, that it might be construed to carry over the struck work clause?

The Witness: That, and other parts. They were afraid they might be sued. We agreed with them. We didn't want them to be sued, and we didn't want to be sued ourselves.

Q. (By Mr. Sinsheimer) The publishers were afraid they might be sued over the struck work clause?

A. Yes, by an advertiser.

Trial Examiner Leff: You mean by an advertiser who, for example, had a contract for a year with the publisher, under which the publisher was to carry all advertising of that advertiser?

The Witness: Yes. The union did not object at all to a proposal that the publishers made later on which would have specifically—

Mr. Sinsheimer: I would like again to have the witness directed to answer the questions directly.

The Witness: Which would have specifically eliminated any illegal phrase from the contract, if they had connected that up with our Form A.

Trial Examiner Leff: Did you advise the publishers of that in the negotiations?

[1627] The Witness: We told them if they would accept our Form A that we would give very serious consideration to their proposed clause.

Trial Examiner Leff: Yes, please proceed.

Q. (By Mr. Sinsheimer) Was that ever done in writing?

A. It was done at the meetings with the publishers prior to August 22, that is, in the meeting of the 13th of August or prior to that.

In fact, it was on August 13, Mr. Sinsheimer, that that proposal was made, so at the August 13 meeting we told them that, and they would never accept any provisions of Form A to go along with their proposal.

Q. Will you repeat again exactly what you told the publishers on August 13?

A. We asked the publishers if their proposal was a "must." They said it was. We said, "Well, now, will you include our Form A along with that?" They said that they would not accept our Form A.

So we said, "Then your proposal is a 'must' without Form A?" and their reply was "Yes."

Q. Now, are you referring to the proposal, Mr. Rhoden, which is in evidence as Board's Exhibit 10-C? (Handing document to witness.)

A. Yes.

Q. Now, I believe you previously testified that it was the [1628] union's desire not to enter into any agreement that would contain any illegal provisions, is that right?

A. At all times, that was our position, Mr. Sinsheimer.

Q. Now, can you state why the union rejected the proposal, Board's Exhibit 10-C?

A. Yes, because it would not give us the privilege of terminating the contract on 60 days' notice, in case we or the publishers were sued by some outside party or in case the publishers wished to take unfair advantage of us in regard to bringing in struck work or something of that kind, or anything that might arise.

If we could have had them included, we invited them to use their own language, the fundamental principles of our Form A, if those could have been included, we would have been very glad to have accepted their proposal, and one which includes Section 51. We had no objection to that, and later on that language is in Form P-6a, that the union did formally agree to sign and submit.

* * *

[1630] * * * Q. Well, now, when the proposal was made in August, that is, the proposal which is Board's Exhibit 10-C, wasn't that a proposal to extend an entire agreement?

A. It specified changes and things of that sort, and we certainly were not satisfied with going along for another year with the same old money and we wanted them to tell us not that they would negotiate money, but we wanted them to submit us a complete document. Their proposal as to the framework of the contract, the language that they desired, changes if they desired any, what relief they were going to give us on our sick benefits, increased vacations, money, and things of that sort, and never at any time did they [1631] submit such a document.

Q. Well, now, as a matter of fact, though, Board's Exhibit 10-C was a complete proposal in that it included everything normally contained in a contract, is that right?

A. That is right.

Q. And that is also true with regard to the proposal, the part you read from Board's Exhibit 10-L, isn't that right?

A. If I may be permitted to answer it so as to bring the real truth out instead of concealing it by a yes or no answer?

Q. Proceed.

A. Let me say that never at a time when the cost of living was going up did the union ever consider that the publishers had made a proposal when they did not include money in their proposal, and to that extent we certainly did not consider it a complete proposal or a complete document.

Q. But other than the subject of money, which you were primarily concerned with,—that is right, isn't it? You were primarily concerned with money?

A. I believe that we could say—well, I could say this, that with the exception of those clauses that would give us the right to preserve the very existence of the union, that money was a major consideration.

Q. And what you are saying is, you were also concerned equally with certain other matters, is that right? [1632] A. Absolutely. The thing is this, we were just as much concerned with the kind of a written document that we agreed to, with clauses and reservations, that would give us the opportunity of preserving the fundamental rights of our union, as we were in increased money.

Q. In other words, you were just as much concerned in maintaining a closed shop?

A. We wished to preserve this, Mr. Sinsheimer, we wished to preserve the right of our members to refuse to work with non-union men, or we wished to preserve a closed shop condition. We did not want it and would not have entered into a closed shop agreement.

Q. In other words, you wished to maintain a condition in the shop or in the publishers' composing rooms under which none but members of the Typographical Union would work, is that right?

A. Again, for the sake of clarity, I will have to explain to you what we meant by that.

Now, it says that we wished to preserve our right to refuse. Now, the right to refuse automatically includes the right to accept. Otherwise we would have been in a position to use our own judgment, if the non-union people came in. We were not pledging ourselves not to work with them. We were simply saying that we wanted to preserve the right to work with them, or the right to refuse to work with [1633] them, according to the conditions that might arise.

Q. Well, now, the fact is, though, that what you were attempting to maintain was a condition in the shops of the Chicago publishers under which none but members of the Typographical Union could work there now, isn't that right?

A. Not necessarily, Mr. Sinsheimer.

Because I have made the statement, we made it to the publishers, I believe that we made it here on the stand, that we would not necessarily consider it an act of enmity on the part of the publishers if they found them-

selves compelled to hire a non-union man, that we might beat them to the punch, and give them a card before the day they were supposed to start to work. We were not saying adamantly that under no conditions would we work along with this so-called non-union man. We always told them that we would do everything that we possibly could to permit them to obey the law fully without them ever being up against the blade so far as any violation was concerned.

Q. You also proposed to them that there would be ways and means of seeing that non-union men would not have to be retained in the composing rooms, is that right?

A. Again, Mr. Sinsheimer, for the sake of complete clarity and understanding of our position, we pointed out this, that because of the fact that the average printer, unless he had had some newspaper training, although he might be considered [1634] a thoroughly competent high-class printer in a job composing room, that if he went into a newspaper composing room, he would be so little familiar with the practices and customs of operating a newspaper composing room, the style, and everything, that on the first day he could be discharged for incompetency. That had happened numerous times. In fact, it happened within the last month or two, there were numerous cases before the expiration of the contract, and we told them this, we said, "Well, now, if you will only be just as strict with this non-union man who is going to force himself upon you, as you are with our own members, the chances are that he would be found incompetent the first day he worked in the composing room."

Let me say that one of the publishers' representatives, Mr. Woodard, the production manager, I believe, of the Knight Enterprises, Inc. stated he felt like we could work those things out without any trouble to the publishers.

Q. As a matter of fact, you even went further in your offer to cooperate by saying that non-union men would not create a problem by offering in effect to such persons the "works" is that right?

A. Oh, no. Let me say this, that certainly when a member of our own union comes in from a job shop or some place like that, we generally don't give him the "works," but many times, even after we have cooperated to the fullest possible [1635] extent with the man, the

foreman would come around before the day was over and say, "I am sorry, Bud, but we just cannot use you."

Q. Isn't it a fact that at a meeting you proposed that if non-union men did show up that you would arrange to see that there was such a speed up by some of the more experienced persons that such a man could then be discharged for incompetency?

A. No. Let me say this. I pointed out that on the Daily News, for instance, the shop I was most familiar with through having worked there for 21 years, that if they would merely apply the same test to him that they did when times were not so exceptionally good, that they would probably find that that person could not turn out an adequate amount of work to be considered competent the very first day he was in there, because, as a rule, Mr. Sinsheimer, we pointed out to them that when a union man came in they would throw him a page ad to mark up and put up in a day, and he might work there for 15 years and not get such an ad thereafter.

They might try to give him the "works" the first day, in order to find out whether he is super-good or not, and many good printers never survive that first day in ordinary times.

We pointed out that if over the years they had used that to test the competency of union men, the same test would make it so that they would never have to take in any non-union [1636] man that they would not greatly desire to do so.

If they took in a non-union man, and they sent the word down through to the foreman to let him stay, irrespective of his ability, if you were to apply the same test to him —under the circumstances I just named, he might be able to stay—but if you were to apply the same test to him that you did to a union man, we probably would not have to worry about it, either one of us.

Q. Would you say that there are no non-union men in the United States who are qualified to work in the composing rooms of the newspapers?

A. Well, we have over 1,600 over a nine-years period.

Q. But do you mean to say that there are no non-union printers in the United States who are competent to work in the composing room of the Chicago newspapers?

A. Mr. Sinsheimer, without knowing the individual competency of the particular member, I would be using very poor judgment to try to pass competency upon him.

Q. In other words, your answer is that you are not willing to state that there are no non-union printers in the United States qualified to work in the composing rooms of the Chicago newspapers?

A. Mr. Sinsheimer, in view of the fact I always look to be truthful, I of course would not make any such assumption without having full knowledge.

[1637] Q. In other words, there may be non-union printers that are qualified to work in the composing rooms of the Chicago newspaper, is that right?

A. Mr. Sinsheimer, there may be, and that is the very individual I was referring when I said that we might beat the publishers to the punch and give him a card before the day he was supposed to start to work.

Q. Now—

Trial Examiner Leff: Suppose he did not want a card?

The Witness: Then we would, and we told the publishers this many, many times, that in that case we would sit down around the conference table and we could see what we would do about it, but in no instance did we say that we would have our men walk out or request that they walk out because that man might be there.

We always pointed out that we would consider every circumstance upon the merits of that particular condition.

Q. (By Mr. Sinsheimer) Now, in addition to your desire to maintain this so-called closed shop condition, what other conditions did you desire to maintain?

A. Our right, and let's place emphasis upon that "right" to refuse to handle struck work, and remember, that the right to refuse meant also the right to accept, if the particular circumstances warranted it.

Q. In other words, you were also interested in preserving a [1638] condition under which struck work would not be worked on?

A. We felt like this, Mr. Sinsheimer: The union reserved the right to its members—not that the union reserved the right to order its members off—but our language was that the union reserved to its members the right to refuse to handle struck or substandard work.

We felt like that start was the difference between perfect compliance and non-compliance with the provisions of the Taft-Hartley Act.

Q. And that was an action of the union in reserving that right, is that right?

A. No, the union reserved to its members the right, in other words, it reserved to them the right individually to decide whether they wished or wished not to handle struck work.

Let me say now that we are having to handle struck work, and the union certainly has not reserved the right, we have no contract, we have no contract commercially, and yet we have not advised our members not to handle struck work. They are handling struck work in the commercial shops without a contract.

Q. Yes. And you have not advised them for what reason?

A. Because we do not wish to violate the Taft-Hartley law. We are law-abiding people, Mr. Sinsheimer, believe it or not.

Q. In other words, if you were to advise these members that [1639] they had these rights to refuse to work on struck work, you would be violating the Taft-Hartley law, is that your statement?

A. No, that is not my statement. I believe that if we simply informed them of the language of the Taft-Hartley Act, I do not believe that we would be violating the law. We have not done that, but I don't believe that it is a violation of any law to quote the provisions of that law to any American citizen.

Q. I don't believe you answered my last question, Mr. Rhoden, but I will ask you another, and that is this:

And in addition to the struck work you were also interested in preserving the jurisdiction of the union, is that right?

A. Naturally.

Q. And that was among the reasons why you would not enter into a contract for a definite period of time, is that right?

A. Mr. Sinsheimer, may I answer that again, with the view of making our position perfectly clear, instead of obscuring it by a "Yes" or "No" answer?

Q. Yes, please explain your position, Mr. Rhoden.

A. Now, under my interpretation of the Taft-Hartley Act, the publisher does not have to take away our jurisdiction. He can exercise the prerogative not to, or the prerogative to do it. So it is not mandatory under the Taft-Hartley law for him to do that.

[1640] Our position is this, that not being compelled to do it, that we did not wish to be tied up in a way that if it shows to exercise of prerogative, that the law did not compel him to do that, we would be in a position to properly resist him in doing that thing which the Taft-Hartley law does not compel him to do.

Q. And you also desire to be in a position to cease work at any time that a non-union man might be hired, is that right?

A. Again you are trying to fish around, Mr. Sinsheimer.

Q. Again, I am going to ask you to answer the question.

* * *

[1641] * * * Q. (By Mr. Sinsheimer) Mr. Rhoden, I will refer you to Board's Exhibit 10-DD. I will ask you why the union rejected that proposal.

A. For the same reason, Mr. Sinsheimer, that we found for rejecting all of the proposals of the publishers. It was not a complete document and we would not agree to the framework until they were willing to submit a complete document where we could see it over in its entirety.

Trial Examiner Leff: Is this the so-called Garrison proposal?

Mr. Sinsheimer. I am just going to ask the witness.

Q. (By Mr. Sinsheimer) First, doesn't this proposal also incorporate all of the provisions normally included in a contract?

A. No, it does not. It does not have hours and wages, and it did not point out what paragraphs they wish possibly amended. We wanted them, Mr. Sinsheimer, to do just as we had done. We had submitted them complete documents showing the language of everything we desired, every possible thing that could go into a contract, including duration or lack of duration of the contract, every working condition, wages, hours and everything else, and this is only an overall proposal, that if you do such a thing, then we will try to work out certain

other things with you, and we wanted [1642] a complete document which we never received.

Trial Examiner Leff: Well, did you notify the negotiators for the publishers that you also objected to the fact that extended the contract for a full year, that you had to be bound by it for a full year?

The Witness: Let me say, Mr. Examiner, that that alone with the fact it was not a complete document, and we considered that the last proposal in regard to hiring union foremen and so expressing in the contract might possibly be a violation of the Taft-Hartley Act by indirect implication rather than the direct statement that that would be done, and one of our reasons was this: That a foreman, being a member of the union—he takes his oath when he becomes a member to give preference to union men in employment above anyone else.

Now, sticking to that oath could be considered, that is, the act of sticking to that oath, could be considered a violation of the act, and for that reason we did not believe it advisable to so state in a contract.

Trial Examiner Leff: You reached that conclusion even before you read paragraph 7 of the complaint?

Mr. Van Arkel: I did not get that. What was that?

Trial Examiner Leff: I asked him whether he reached that conclusion even before he read paragraph 7 of the complaint.

[1643] The Witness: Let me say that was our position so stated at the time in the negotiations, Mr. Examiner. That was during the week of November 10th, the week of November 14th.

Q. (By Mr. Sinsheimer) Nevertheless, Mr. Rhoden, the conditions of employment which you presented to the publishers on September 3 and on October 19th both covered foremen, did they not?

A. Yes.

Q. And the P-6-A proposal also applied to foremen, did it not?

A. Not specifically, Mr. Sinsheimer. It would have been only indirect, and remember that the conditions of employment was not a signed document. We were not signing anything about foremen, we were not asking the publishers to sign anything about foremen. To try to maintain a condition whereby foremen might remain members of the union was one thing, and to sign a docu-

ment, especially providing for them was another thing altogether, and might involve us in a violation of the Taft-Hartley Act, and as I said before, we are law-abiding people.

Q. Now, was P-6-A intended to cover foremen or not?

A. P-6-A probably had as one of its objectives the traditional position of the union to retain a condition whereby foremen would be members of the union. We have never [1644] worked under other than union foremen, Mr. Sinsheimer.

Q. In other words, P-6-A was intended to cover foreman, isn't that your answer?

A. I didn't say that at all. Mr. Sinsheimer, I tried to make it clear that there is a definite distinction between a closed shop agreement, for instance, and a closed shop condition. That same distinction applies to an agreement to hire only union foremen with all of the implications and trying to maintain a condition whereby foremen would remain members of the union.

Q. Now, was P-6-A intended as an agreement?

A. Yes.

Q. And what employees did you intend to cover by that agreement?

A. Mr. Sinsheimer, we can only cover the members of our union, not anyone else, we have no authority for others outside of our union. So we intended to cover only those that we could cover, members of our own union.

Q. And you intended to cover by P-6-A all members of your union?

A. Any member of our union that might be employed by the Chicago Newspaper Publishers Association, of course.

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[1647] • • • Q. Now exactly what was the proposal which you say was attached to Board's Exhibit 10-HH as a condition?

A. That proposal was submitted to us along with this on a separate typewritten sheet. There was one or two paragraphs, and the proviso in substance was that the International Typographical Union agree to permit the publishers to hire people who were not members of the mailers union to work in the mailing room so as to avoid paying overtime to the members of the mailers union.

• • •

Q. Mr. Rhoden, how many proposals or proposed conditions of employment were submitted by the union to the publishers?

[1651] A. In printed form, Mr. Sinsheimer, only one.

Q. What was that?

A. I have a copy here. It is the document—we have it in our exhibits, I do not remember without referring to my notes the exhibit number, but there is a two-line italic headed which says, "The following are conditions of employment submitted for approval of the membership, Sunday, October 19, 1947." This is the document that we submitted to the publishers officially October 20th.

Q. That is Board's Exhibit 10-MM?

A. 10-MM.

Q. Now, you also discussed with the publishers a document known as Board's Exhibit 7-H, that is, including the instructions in the Form A, is that right?

A. Yes.

Q. And that was discussed with the publishers prior to August 22?

A. Yes.

Q. You also discussed with the publishers a paper which was similar, or the same as Board's Exhibit 7-J, is that right?

A. Without a microscopic examination of the exhibit, Mr. Sinsheimer, I would say that we did, and for the sake of clarity, permit me to say that the publishers are the ones who told us about this document before we had seen a copy [1652] of it ourselves,

Q. But that document was discussed at a meeting before September 3, would you say that is right?

A. I believe that is correct.

Q. Now, you also discussed a document which has been received in evidence as Board's Exhibit 7-Q, is that right?

A. No, not just as you have it here, Mr. Sinsheimer. Let me point out that when we presented Form P-6-A we told them that that would be the preamble to the conditions of employment instead of the language in italics, because the rest of this contains no specific proposals. That is a general proposal and we were dealing with specific proposals to them. We told them this, Mr. Sinsheimer that we would submit Form P-6-A down through and including paragraph I with either the old contract modified as the

parties might agree, or on the basis of conditions of employment just as they stood to take the place of the italics, that is, the language of P-6-A down through paragraph I to take the place of italics in conditions of employment.

Q. Or that it could be used as part of the old agreement?

A. Yes, or part of any agreement that we might reach with them, any other agreement, so as not to limit the possibilities of reaching an understanding.

Q. Now, other than the particular forms that I have shown [1653] you did the union at any time present for acceptance or for discussion any other written document?

A. No.

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Q. Now, what was proposed prior to August 22 in excess of sixty days?

A. Let me point out this, Mr. Sinsheimer, that we never proposed a sixty-day contract. We proposed a contract before August 22 to extend for one year with a sixty-day cancellation privilege. After August 22 when we presented Form P-6-A we presented a contract of indefinite termination date which could run for a year, two years or any number of years with the proviso that it could be canceled on not less than sixty days written notice.

Q. Now, then, prior to August 22, did you propose any agreement for a definite period of time that did not contain a sixty-day termination clause?

A. No, the sixty-day termination clause that we have is as you will find it in Form A, but permit me to point out this, that we invited them time and again, if they could not accept that language, to give us their own language, and [1654] I would like to repeat here for the benefit of the Examiner and also for the edification of the members of the Board, that when Mr. O'Keefe says in reply to that "We can't even accept the substance," I said, "Mr. O'Keefe, what is substance is subject to interpretation. If you will make an honest, sincere effort to rewrite our Form A in your own langauge, it may be that you will consider that you are not sacrificing substance, and we might feel it might give us the substance that we desire. Make an effort." And they refused flatly to make even an effort to get together.

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[1661] • • • Q. (By Mr. Sinsheimer) Now, in your newspaper Scale Bulletin No. 6 you stated that you were describing a meeting with the Commissioner of Conciliation, is that right?

A. That is correct.

Q. And in that you said, "Your representatives gave him the position of the union which was that there be no signed, verbal or any other kind of contract, and that the publishers should try to determine through discussion with the union a fair price for our labor, including hours and so forth," is that right?

A. Mr. Sinsheimer, let me answer that directly and give you the meaning of that. That was this. Now, up to that time we were dealing only with conditions of employment. We had not yet presented Form P6a and the position of our union was that our interests could best be protected up to that time by not having a signed agreement. Later on, when our position changed and we felt like we could safely do it with the protection of a 60-day cancellation clause, then, if this had occurred after that, we would have been able to tell the Commissioner we were perfectly willing at that time to sign [1662] an agreement.

Trial Examiner Leff: Can you recall whether your position changed incidentally with the change of position by the ITU?

The Witness: No. Let me say, Mr. Examiner, that we have to so far as what we formally present on the record—that we have to use quite a bit of strategy, but on all the off the record discussions we told them that we could consider anything that they threw at us, a year's contract or anything else, and that if they could submit to us a proposition that we felt was worth accepting, would give us the proper protection, that did contain a year's contract, that we would sign it.

Q. (By Mr. Sinsheimer) When did you say that?

A. We said that almost from the start. Otherwise, as soon as they put the question, "Do you refuse to go along," or "Will you go along with the signed contract," our position was this: We said, "Our position is this, that we do not want a year's contract," but we would not say what we would sign or what we would not. "If you could use sufficient ingenuity and sufficient energy to write a proposal that would give us all the protection that we want contained

within a year's agreement we most certainly would sign such an agreement."

Q. Where did the local union obtain the P6(a) form?

[1663] A. The first time the publishers informed us that they had it and it was through Mr. Worth Coutney by virtue of his connection with the Hearst Newspapers—there is a Hearst paper in Boston, and he had the conditions of employment submitted to the publishers of Boston by the Boston union.

Trial Examiner Leff: That wasn't the question. The question was, when did your local first obtain the P6(a) form?

The Witness: I don't remember the exact date of that. I would have to look over the records very carefully. Now, we had heard a lot about P6(a) before we received a copy, so we were talking about Form P6(a) before the occasion in which Mr. Worth Coutney presented a copy of the Boston conditions of employment.

Q. (By Mr. Sinsheimer) Where did you obtain a P6(a) form from?

A. Well, we ultimately got them from the International Typographical Union.

* * *

[1668] * * * Q. (By Mr. Sinsheimer) Mr. Rhoden, did you have occasion to make certain addresses or participate in certain discussions over the radio?

A. Yes.

Q. And one of these was about December 15 of 1947, is that right?

A. I would have to check the day. Probably so.

Q. And that was over Radio Station WCFL?

A. Yes, if the date is correct.

Q. I believe the date should have been December 10, but it was a December date, is that right?

A. Probably it was. I have been on the radio a number of times and I don't remember the specific instances.

* * *

[1673] * * * Q. (By Mr. Sinsheimer) I am going to ask you now, though, whether that speech is a correct transcription of your statement?

A. I will accept it as that.

Trial Examiner Leff: Would you say that it is?

The Witness: Yes.

Trial Examiner Leff: Thank you.

Mr. Sinsheimer: I will ask it be marked as Board's Exhibit 19.

(Thereupon the document above referred to was marked Board's Exhibit 19 for identification.)

[1674] Mr. Sinsheimer: I will offer Board's Exhibit 19 in evidence.

Trial Examiner Leff: Show it to Mr. Van Arkel.

Mr. Van Arkel: Do you have copies?

Mr. Sinsheimer: We will.

Mr. Van Arkel: No objection.

Trial Examiner Leff: May I see it, please?

(Document handed to Trial Examiner)

Board's Exhibit 19 is received.

(The document heretofore marked Board's Exhibit 19 for identification was received in evidence.)

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[1684] • • • Q. (By Mr. Sinsheimer) Mr. Rhoden, I believe you testified that the P-6(A) contract had a provision in it that matters that were contrary, provisions that were contrary to law would be excluded. Now, is that right?

A. I think that we could so consider that very definitely, Mr. Sinsheimer.

Q. What part of that agreement contained such provision?

A. Very specifically because there is nothing in the agreement itself that is in conflict with law and the only way that anything that is in violation of the law could be objected to would be by inclusion of the laws of the Typographical Union in effect January 1, 1947, so we use the language "not in conflict with law or this contract."

Q. Well, that refers only to the general laws of the International Typographical Union, does it not?

A. But I had just stated, Mr. Sinsheimer, that there is nothing in the agreement that is in violation of the law, and because of the fact that we admit it is very [1685] likely that there are provisions in the laws of the International Typographical Union in effect January 1, 1947, that are in violation, that we put it in that paragraph so as to make sure that nothing we had overlooked could be construed in violation of the law.

Q. In other words, that is your opinion that there is nothing in that agreement in violation of the law, is that right?

A. Well, I could only give you my opinion on that. I couldn't give you your opinion, of course, or any one else's, but mine.

Q. There is no provision in P-6(A) that you could point to that provides that any provision of this agreement which may be illegal shall not be in effect or anything like that, is there?

A. As I say, our interpretation was that this took care of it adequately.

Trial Examiner Leff: That is rather argumentative, but since we are arguing the point at this stage, will you simply indicate to me the provisions in this form which you consider to be illegal so that I may consider them? Skipping the preliminary matter, do you think there is anything embodied—

Mr. Sinsheimer: Yes. As a matter of fact, to begin with, under the circumstances under which this agreement [1686] is imposed, the entire agreement is illegal.

Trial Examiner Leff: Yes, I understand that position. I want you to skip everything from "A" to "I".

Mr. Sinsheimer: Oh, you just want me to skip from "A" to I?"

Trial Examiner Leff: Yes, because you have already indicated your position in your bill of particulars.

Mr. Sinsheimer: I thought you wanted us to take up "A" to "I."

Trial Examiner Leff: No. I just want to know whether I should ask the witness questions at this stage.

Mr. Sinsheimer: Among other provisions, Section 5 purports to deal with foremen, again related to the remainder of the agreement, and particularly to the testimony of this witness and others, that the inclusion of union foremen might, even in their own opinion, constitute a violation.

Trial Examiner Leff: Well, how about your opinion?

Mr. Sinsheimer: I say very definitely that an insistence upon or an attempt to obtain the hiring of union foremen, so long as the present laws are in effect, is an attempt to cause discrimination and a violation of Section 8(b)2.

Trial Examiner Leff: Well, Section 5 merely sets a wage scale for foremen.

[1687] Mr. Sinsheimer: Well, I merely point out that by that section they are attempting to cover all foremen.

Trial Examiner Leff: How do you get that? Oh, you read that in conjunction with the—

Mr. Sinsheimer: With the entire agreement and their own testimony.

Trial Examiner Leff: In conjunction with "C" which says that the general laws of the ITU must prevail?

Mr. Sinsheimer: General laws of the ITU shall prevail and the party of the first part preserves its jurisdiction and so on.

Trial Examiner Leff: But it says not in conflict with the laws.

Mr. Sinsheimer: Well, what they say is in conflict with the law and what we say are two different things.

Trial Examiner Leff: I am just concerned with what the agreement says.

All right: What else?

Mr. Sinsheimer: And also I would like to point out that it relates to Section "C" in conditions not specifically enumerated herein. I think you will find that there was a very deliberate attempt in preparing this document to evade the law.

Mr. Van Arkel: There was a very definite attempt, Mr. Sinsheimer, if you want the fact, to preserve the [1688] rights of the union within the law as far as legal ingenuity could devise. The ITU intends to continue the policy of seeking to protect its rights within the law by every means at its command; if there is any question about that.

Trial Examiner Leff: All right, proceed; although I confess I have difficulty in following you on this particular point.

Mr. Sinsheimer: Again referring to foremen is Section 14.

Trial Examiner Leff: That also refers to the wage scale?

Mr. Sinsheimer: That is correct.

Trial Examiner Leff: All right. What else?

Mr. Sinsheimer: Again, in Section 20 there is a reference to the foremen and the chairman with regard to apprentices. I assume they refer to the chapel chairman.

Trial Examiner Leff: All right. What else?

Mr. Sinsheimer: Again in 21, the local committee on apprentices is to deal with the problem and is to present the matter to the union for action. These are provisions designed to retain control in the union of employment.

Again in Section 24 the local committee on apprentices is to deal with the matter.

[1689] Section 25, the chairmen of officers and so forth are to make reports to the local committee on apprentices.

And in 26 the local union reserves the right and so forth.

Trial Examiner Leff: Just read the numbers. That is all I want.

Mr. Sinsheimer: Section 33 is the "bogus" provision.

Trial Examiner Leff: Yes.

Mr. Sinsheimer: Section 34 again relates to the authority and power of the foremen and it refers to the rights of a discharged member.

Mr. Van Arkel: It was proposed in the preamble—

Trial Examiner Leff: Just a moment, please. What else?

Mr. Sinsheimer: Again referring to Section 35, so long as the foremen must be members of the union.

Section 36 of this agreement again refers to the membership in the union as the determination of discharge.

Again we are referring to members in Section 37 as distinguished from employees.

Trial Examiner Leff: Is that all?

Mr. Sinsheimer: I think so.

Q. (By Trial Examiner Leff) Mr. Rhoden, during the entire course of the negotiations did any negotiators [1690] representing the publishers ever raise any question about this agreement, P-6(A), making certain provisions with respect to foremen?

A. No, never did.

Q. Did they ever question the fact or bring into issue the fact that it made certain provisions concerning the training of apprentices?

A. Never.

Q. Did they ever question the fact that certain provisions refer to payment to union members rather than to employees?

A. Never, in fact, Mr. Chairman, could I make it clear.

Q. Well, that is—

A. We never submitted that agreement at all. We submitted paragraphs down through "I" to be tacked on to our Conditions of Employment, which isn't just a blank form like you have there but tells specifically in every paragraph what we want and they vary considerably from that.

A. Quite a bit different. For instance, I couldn't take

Q. Don't they have like provisions, Conditions of Employment?

A. Quite a bit different. For instance, I couldn't take what we actually offer and what he said that was there, I couldn't follow it by referring to the same sections at all, and so that document was never pre- [1691] sented like it is. We only proposed to take the sections of the agreement through "I" and attach them either to the Conditions of Employment adopted by the local union, which we had previously submitted, or to any other agreement that we might reach, any other document that might be reached, and it has no point at all if you are dealing with Chicago Typographical Union in what we did because we never proposed that at all.

The Examiner, if he will examine our Conditions of Employment, which was adopted by our local union, Sunday, October 19th, can then see the actual provisions that we proposed.

Trial Examiner Leff: Will you proceed, Mr. Sinsheimer?

To pursue my line of question, I have just one other question.

Was anything ever said about "bogus" in the negotiations?

The Witness: Nothing whatsoever.

Q. (By Mr. Sinsheimer) Mr. Rhoden, isn't it a fact that men are given a day off ordinarily quite often on a day which may be a slack day?

A. That depends. Let me try to explain that, Mr. Sinsheimer. The office determines of course what hours and what days shall constitute a situation, and then the priority member takes the best shift that he can get [1692] and of course to the extent that the requirements of the office will permit they naturally have more men off, that is, their off days would be a dull day than on a busy day.

Q. Now, isn't it a fact that in years past the publishers have proposed a number of times that bogus be eliminated?

A. Yes.

Trial Examiner Leff: When was this? Was it prior to the last negotiations?

The Witness: Yes. Let me—

Trial Examiner Leff: That is all I want, whether it was during or prior to the last negotiations.

The Witness: Mr. Examiner, I would say this—I believe I would have to correct that to say this, I don't recall the time when they proposed a complete elimination. They

may have, but they certainly did frequently suggest changes in the wording, and sometimes we suggested changes in the wording, and sometimes we agreed and often times we didn't.

Q. (By Mr. Sinsheimer) How much time did you estimate was spent on bogus a week, Mr. Rhoden?

A. How much time?

Q. Yes.

A. That would be very difficult. I wouldn't care to [1693] attempt to make a guess there.

Q. Did you make an estimate before?

A. I don't believe I did so far as total time a week is concerned. I may have put it this way, that I would say as an overall estimate I believe that there might be a total of a day's time put on bogus over the week. I am not—

Q. Now, by a day's time what do you mean, eight hours, four hours, six hours?

A. No, what I mean is this. It would be a time accumulated during the slack period of setting live ads for editions that there would be a half hour here, maybe an hour there, and the total over the week might possibly add up to seven and a quarter hours.

Q. Did you say that would be seven and a quarter hours per man or seven and a quarter hours for every man in the—it would be seven and a quarter times each man or seven and a quarter hours total?

A. I wouldn't attempt to make an estimate of total time, and of course some individuals might never work on bogus.

Trial Examiner Leff: Well, in your case it ran to about seven and a quarter hours a week, is that right?

The Witness: I would say that perhaps I spent maybe an average of that time at the slack periods when I [1694] wouldn't be doing anything else at all.

• • •

Q. And was every written proposal that you made during the period of these negotiations in fact received from International headquarters in Indianapolis?

A. No.

Q. Did your union draft any of those written proposals?

A. Our Conditions of Employment were drafted in their entirety by our local union.

Q. You received none of the conditions, the general conditions, in those documents from International Union headquarters?

A. We received of course the Conditions of Employment form from the International Union and we changed that freely in accordance with the rights that we had of local autonomy under the laws of the International Union [1695] and presented just the things that we felt like would take care of the needs of the situation in Chicago.

Q. Now, tell me in what respect you changed any of the general provisions from the Conditions of Employment in your Chicago Conditions of Employment?

A. Well, there are some that we left out entirely.

• • •

[1696] • • • Q. (By Mr. Diamond) Were the postcard bulletins, Taft-Hartley Law bulletins, disseminated by International headquarters and in fact posted on the bulletin boards [1697] of the local chapels?

A. I can only testify to that to this extent. Some of them were. I am quite certain that all of them were not.

Q. How about the Daily News composing room?

A. That would apply especially for the Daily News because that is the place that I would know more about than I do other chapels, but they were not all posted, ever posted in the Daily News nor read by myself at all.

Q. Now, you testified you have not read them all?

A. Yes, and if you are going to ask me if I can tell you which ones, I couldn't.

• • •

Q. (By Mr. Diamond) It is your testimony, then, that as chairman of the scale committee of Local 16 you made no effort to read and to seek out the bulletins published and postcard bulletins circulated by the International headquarters at Indianapolis?

A. Yes, for this reason, we have so much local autonomy that we didn't have to take a guide. Let me point out, let me give you this illustration.

[1698] Unions like Chicago Typographical Union know how to proceed pretty well without the advice of any one, but many of the smaller locals need some general guide and supervision and the International officials would be derelict in their duty if they did not advise them and guide them. But here we knew so well how to proceed, we were in such complete conformity with the general policy of the ITU because of our knowledge of the Taft-Hartley Act, and I myself have made a special study of it, I was in Washing-

ton making every effort I could to defeat it, I discussed its various provisions with a large number of senators and congressmen, and I did not need any guide from any where to know what our general policy was.

Q. Then it is just coincidence that all your written proposals to the Chicago Publishers were in complete conformity with the policy adopted by the International, is that right?

A. The same type of coincidence it is that people meet coming from eight hundred different parts of the compass would go there and all agree upon the same thing. It was a natural reaction of the members of the ITU to the conditions with which they were confronted.

* * *

[1699] * * * Q. (By Mr. Van Allen) Isn't it true, Mr. Rhoden, that in giving your ninety-day notice to the Chicago Newspaper Publishers Association you followed the form sent out by the International Typographical Union?

A. No, we did that—

Q. All I want is just yes or no.

A. No.

Q. Isn't it true that when you sent out your sixty-day notice to the Chicago Newspaper Publishers Association you followed the form sent out by the International Typographical Union?

A. No, we followed the Taft-Hartley law. It was our knowledge of that.

Q. Would you tell me who made up the sixty-day notice [1700] that you sent out?

A. I helped the International president, Mr. Pilch—our local president, Mr. Pilch.

Q. You and Mr. Pilch then made it out without consulting the formal sixty-day notice sent out by the International Union?

A. Yes, because the only thing we did was to use the requirements of the Taft-Hartley Law.

Q. And the thirty-day notice to the Federal Concilation and Mediation Service, did you use the form sent out by the International Typographical Union bearing that notice?

A. Again we were following the specific requirements of the Taft-Hartley Act.

Q. With regard to another matter, Mr. Rhoden, isn't it true that from time to time men are hired from the slip

board because of the accumulation of bogus in a particular office?

A. At very rare intervals, Mr. Van Allen.

Q. But it is done?

A. As a rule, unless the office neglects to comply with the contract requirements and just lets bogus unnecessarily accumulate; it is not done, and often times there are no subs to hire.

Q. How can an office let bogus unnecessarily accumulate [1701] without hiring more men; how can it fail to prevent that condition from arising?

A. Often times, Mr. Van Allen, this condition prevails that he can't produce it without working overtime. Our members don't want to work overtime and so because of that bogus is allowed to accumulate and generally without penalties against the others.

Q. And when bogus does accumulate in such a way, it is true, is it not, that it is necessary from time to time to hire men from the slip board because of that accumulation?

A. Occasionally that might happen and the office would not have those extras available, if it wasn't for that, because if they didn't get some work they wouldn't stick around, and by staying there and being available they afford the office a supply of trades people that they can hire from day to day just as the daily needs call for and not the weekly or the yearly needs; a real treat that the union grants to the publishers that almost no industry in the country outside of our own industry affords.

Q. There are instances, then, are there not, Mr. Rhoden, when men are hired from the slip board when they would not be so hired except for accumulation of bogus in a particular office?

A. I answered that earlier, Mr. Van Allen, to say that [1702] there are probably times when it is done, and I will admit that it is done occasionally.

• • •

[1706] • • • Mr. Van Arkel: First, I would like to offer as Respondent's Exhibit 10-A a bulletin of the Special Standing Committee of the American Newspaper Publishers Association, dated October 23, 1947, and numbered Bulletin No. 4983, which Mr. Van Allen supplied yesterday.

(Thereupon the document above referred to was marked Respondent's Exhibit 10-A for identification.)

• • •

Mr. Van Arkel: Well, I am chiefly interested in the heading on it that the publishers refused to make a wage deal in so far as that statement is amplified in the body of the document.

[1707] Mr. Sinsheimer: In so far as it is a statement by the American Newspaper Publishers Association with respect to the Chicago complaint, I don't quite see in that particular case where a statement by American Newspaper Publishers Association would be at all relevant or important.

With respect to the other proceeding, that is the charges brought by the ANPA, I have no objection to the exhibit.

Trial Examiner Leff: Do you think that the story on page 1039, "Best to Withhold Wage Increases if Satisfactory Contract Anticipated," is relevant, particularly the paragraph which says, "If the local union proposes a wage increase and 'no contract' pending developments elsewhere, the employers' answer should be an emphatic 'no'!"

Mr. Sinsheimer: Well, I don't know that it is relevant to the case for this particular reason. I think I tried to indicate before that the union's failure to bargain and the union's attempt to impose a closed shop are entirely separate from any action that the employer may have taken unless influenced by employer action.

Trial Examiner Leff: Well, didn't the Board hold in the St. Petersburg Times case that the question as to whether one party is bargaining in good faith must be determined in the concept of the willingness to bargain by the other party.

• • •

[1708] • • • Trial Examiner Leff: Is it your position in this case, Mr. Sinsheimer, that a union may be found to have committed an unfair labor practice in refusing to bargain even though the employer was also refusing to bargain?

Mr. Sinsheimer: I would say very definitely under the Taft-Hartley Act that such a finding could be made, should be made.

• • •

[1709] (The document heretofore marked Respondent's Exhibit 10-A for identification was received in evidence.)

• • •

[1710] * * * Mr. Van Arkel: Now, I would like to offer as Respondent's Exhibit 10-B, Mr. Examiner, a document which Mr. Van Allen supplied yesterday headed, "Cursory Study of ITU Executive Council's Decisions Regarding Discharge Cases, 1944 to 1947, inclusive."

That was in response to certain questions which were addressed to Mr. Dale when he was on the witness stand.

Mr. Rhetts: What is this?

Mr. Van Arkel: Mr. Van Allen supplied it to me. When Mr. Dale was on the stand I asked if he would supply information if it was in his possession concerning the disposition of discharge cases by the executive council, and this I take it is in response to that request.

Mr. Sinsheimer: I don't know that the entire matter is particularly relevant but I have no objection to the exhibit.

Trial Examiner Leff: Respondent's Exhibit 10-B is received.

(The document heretofore marked Respondent's Exhibit 10-B for identification was received in evidence.)

Mr. Van Arkel: Now, Mr. Examiner, I think this matter should occasion no controversy. I would like to read into the record, since I do not have additional copies of it, [1711] a copy of the authorization to conduct a strike vote which was sent by the International Typographical Union on November 23, 1947, to the officers and members of Chicago Typographical Union No. 16. Do you want to look at it before I read it?

Mr. Sinsheimer: Yes.

(Handing document to Mr. Sinsheimer)

Mr. Van Arkel: Do you have any objection?

Mr. Sinsheimer: I have no objection. I think it is a self-serving document but we have no objection.

Mr. Van Arkel: Very good. I would just like to read this into the record if I may, Mr. Examiner. It is headed:

"International Typographical Union,
"Woodruff Randolph, President,
"Post Office Box 428,
"Indianapolis, Indiana.
"November 23, 1947.
"To the Officers and Members of Chicago Typographical Union No. 16.
"Ladies and Gentlemen:

"The Executive Council hereby authorizes a strike

vote to be taken to enforce a newspaper scale of $100 per week, days, and $106 per week, nights, and 'lobster.'

"Said vote shall be taken within thirty-six hours from time of adoption by the union on November 23, 1947.

[1712] "Fraternally,

"International Typographical Union,
Woodruff Randolph, President,
Larry Taylor, First Vice-President,
Elmer Brown, Second Vice-President,
Don Hurd, Secretary-Treasurer."

• • •

[1714] JOHN F. O'KEEFE was thereupon recalled and testified in rebuttal as follows:

Direct Examination by Mr. Sinsheimer.

Q. Mr. O'Keefe, you are the same John F. O'Keefe, who has previously testified in this hearing?

A. Yes, I am.

Q. Was Form P-6(A) ever offered in its entirety by any representative of Chicago Typographical Union No. 16?

A. Yes, sir.

Q. When was that?

A. On October 21, 1947.

Q. And was that at a meeting that day?

A. Yes, sir.

Q. Did Mr. Rhoden or any other representative of the union ever say that clauses "A" to "I" of Form P-6(A) could be attached or tacked on to some other proposal?

A. No, sir.

Trial Examiner Leff: When Form P-6(A) was presented was it a complete form?

The Witness: Yes, sir. There were a lot of blank spaces on it. There were some blank spaces on it.

Q. (By Mr. Sinsheimer) Mr. O'Keefe, when you stated that Form P-6(A) was presented in complete form is that [1715] in the form in which Board's Exhibit 7-Q is?

A. Yes, sir.

Trial Examiner Leff: Let me ask you this. Did Local 16 ever submit to you proposed wage rates?

The Witness: They submitted on, I believe, Mr. Examiner, August 21st—they said for our guidance and not

as a proposal, for our guidance and information, they thought it was all right to give us a copy of the original proposal adopted by the union prior to the enactment of the Taft-Hartley Law.

On October 20th they handed us Conditions of Employment which were adopted by the union the day before, at a meeting on October 19th.

Trial Examiner Leff: Well, did Local 16 submit to you other economical demands in addition to such as severance pay, sick leave and so forth?

The Witness: Demands on other economic subjects were contained in that document to which I referred, and which was handed to us on August 21st, and I believe there were some economic demands covered also in the Conditions of Employment handed to us on October 20th. I should say economic subjects rather than economic demands.

Q. (By Mr. Sinsheimer) I believe that you said the document which is in evidence as Board's Exhibit 10-E, that is, a proposed newspaper contract which the Union gave [1716] to the publishers for their guidance only, was adopted before the enactment of the law, is that right?

A. I believe it was before the enactment of the law, certainly as a law. Whether it was before the veto or after the veto was overridden. I cannot say.

Q. I believe the date of the particular exhibit is June 29th. Would you have any reason to question that date, Mr. O'Keefe?

A. No, sir.

Q. Now, Mr. O'Keefe, I believe on cross examination on January 15th you read into the record or Mr. Van Arkel read into the record a document handed him, which involved a proposal by the publishers as to the mailers.

Mr. Van Arkel: What page are you reading from?

Mr. Sinsheimer: Page 915.

Q. (By Mr. Sinsheimer) Now, other than that particular proposal and the letter written the same day with regard to the mailers, did the publishers make any other proposal at that time as to the mailers?

Trial Examiner Leff: Do you know what the proposal is on page 916?

The Witness: I never looked on that as a proposal.

Trial Examiner Leff: Mr. Sinsheimer, maybe you had better read it. Mr. O'Keefe may know it but I don't recall

it. I recall that something was read so I think [1717] you should direct his attention to the language of that communication.

• • •

[1718] • • • The Witness: I will read it. It states:

"Handed to Mr. Randolph on November 13, 1947.

"If in the case of the mailers qualified non-union workers apply to the publishers for employment, and there are not enough qualified workers available at straight time whose applications were prior in time or who had previously worked in the mailing rooms of the Chicago Publishers, would the mailers union agree to extend temporary permission to such applicants in such numbers as the foreman may certify are needed to get the work done."

• • •

Q. Was the Woodard proposal ever conditioned on the union's agreeing to permit the employment of non-union [1719] men in order to avoid overtime in the mail room?

A. The problem that the publishers had in mind at the time was as I explained in my previous testimony. They recognized that because of the skill involved in the composing room workers that there was likely to be a comparatively small number of men available outside the union who might apply for work.

In the case of the mailers they felt that because of the lesser skill involved that there would be a greater number of men available outside the union who may apply for work and that, therefore they would be more likely to be faced with the prospect of having to hire non-union men rather than discriminate under the law, and in the discussion it was pointed out that applications had already been received from time to time from elevator men, janitors, who were already working for the newspapers.

• • •

[1720] • • • Trial Examiner Leff: Well, was any condition at all made at the time the Woodard proposal was offered?

The Witness: Yes. My understanding is that the proposal was made on the condition that these problems affecting the mailers would be worked out.

• • •

[1721] * * * A. No, sir.

Trial Examiner Leff: Did they ever say that the language might be changed?

The Witness: Yes, sir.

* * *

[1722] * * * Q. With respect to Form A did Mr. Pilch say at any time that the entire form and provisions therein were completely mandatory?

[1723] * * * The Witness: Mr. Pilch stated several times that the provisions of Form A were mandatory and when he gave me the answer to the publishers' proposal over the telephone on the afternoon of August 13th he stated that any contract entered into by August 22d must contain the conditions as set forth in Form A without change.

* * *

[1725] * * * Trial Examiner Leff: Exactly what does struck work mean? Would it apply to a situation such as this, Mr. O'Keefe? Suppose the printers local has a contract and non-union mailers are employed to send the newspapers out of a plant. Did the ITU in the past regard it as struck work if the company employed non-union mailers?

I know the question is a bit—

The Witness: I would think so. I would put it this way.

Trial Examiner Leff: That is, prior to August 22d.

The Witness: I would put it this way, if you will, Mr. Examiner. Of course, we had a closed shop contract with the mailers—

Trial Examiner Leff: Yes.

The Witness: (Continuing) —during the past year at least and under no circumstances would we have attempted to hire anybody but union men.

It has always been my opinion that if the mailers [1726] were authorized to strike by the ITU then they struck in accordance with ITU law, yes. The printers would regard the work that was processed through the mailing room as struck work and vice versa.

Trial Examiner Leff: Incidentally, are you familiar with the mailers' contract?

The Witness: I am familiar with it.

Trial Examiner Leff: Did the mailers' contract, formal contract, also have a struck work provision?

The Witness: The contract that was in effect until January 3, 1948, did have a struck work provision.

• • •

[1731] • • • *Cross Examination by Mr. Van Arkel.*

Q. Mr. O'Keefe, at this meeting of October 28th did the union present Form P-6(A) not filled out?

A. On October 21st, Mr. Van Arkel.

Q. Excuse me; October 21st.

A. That is correct.

Q. That is, they submitted a blank Form P-6(A)?

A. There were a number of blank spaces; wages, I believe, and probably several other subjects.

Q. Well, were any of the blanks on that form filled out when it was submitted by the union?

A. I would say no.

Q. Now, did the union make it clear at that time that in so far as there were blank spaces on the P-6(A) form, they wanted the same things which had been contained in [1732] the earlier Conditions of Employment form and the like, which had been filled out?

A. That was my general understanding, yes.

Q. So that the union made it clear that what they were hoping to get were the non-economic clauses in Form P-6-(A) together with the economic conditions covered by the previously filled out Conditions of Employment, is that correct?

A. That was my understanding, yes.

Q. Mr. O'Keefe, when did the Chicago Newspaper Publishers Association first decide that they would not make any wage offer until the International Union agreed to give a contract with one year's duration?

• • •

A. I can't tell you the exact date, Mr. Van Arkel. [1733] In our proposal of August 13th we did not make a specific wage proposal. We indicated that wages will be discussed and that an increased wage would be negotiated.

Q. So that it was in any event prior to August 13th that this general policy was decided on by the Publishers Association, is that correct?

A. That is probably correct although in, I believe it was, the year before, probably two years before, we had followed that same policy, Mr. Van Arkel, of leaving wages either blank or the old wage scale.

• • •

WORTH C. COUTNEY, was thereupon recalled and testified in rebuttal as follows:

Direct Examination.

* * *

[1734] * * * Trial Examiner Leff: They do. Well, suppose an employee violated a rule of good conduct which management felt justifies discharge but the foreman refused to discharge him; what could management do about it?

The Witness: Well, management under those conditions would insist that the man be discharged if he violated an office rule.

Trial Examiner Leff: Yes. Now, suppose the foreman refused to discharge him; what could management do?

The Witness: Probably discharge the foreman.

The contract says that "the foreman shall have the right to employ help, and may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical Union laws."

Trial Examiner Leff: Well, is it fair, then, to say that management can control discipline of employees [1735] through its right to discharge foremen if the foreman doesn't carry out management policies except where otherwise restricted by the contract?

The Witness: I would think that that would be management's prerogative to discharge a foreman who did not carry out the terms of the contract, which provided in our instance that all forms of gambling, including pools, lotteries and raffles are prohibited.

Trial Examiner Leff: To what extent may a foreman exercise discretion in determining whether or not an employee should be discharged?

The Witness: Well, I think that he is able to leave within his own judgment as to what is an act that says he may discharge—there may be reasons why he would want to decide under certain circumstances that certain individuals might be given another chance and so forth. I think that is up to the judgment of the foreman.

Trial Examiner Leff: And is his judgment subject to review by management in any way?

The Witness: Yes, I would think it would be.

Trial Examiner Leff: To what extent does a foreman participate in the settlement of grievances as a representative of management?

The Witness: Well, I would say only to the extent as provided for in the Code of Procedure as outlined in [1736] the contract.

• • •

Trial Examiner Leff: Before you go into that, I just want to ask another question in order to clarify that point that I mentioned earlier today.

Does the foreman at any time represent management in the negotiation of contract clauses?

The Witness: No, sir.

Trial Examiner Leff: Does a foreman at any time represent management in the negotiation of office rules?

The Witness: I can't answer that. These rules are, I suppose, at least ten, twelve years old, and I don't know. I assume that he would recommend to management certain rules but I don't know how these rules were determined at the outset.

• • •

[1738] • • • *Cross Examination by Mr. Van Arkel.*

Q. Mr. Coutney, do you know whether or not in the past it has been the practice that office rules have been unilaterally imposed by management?

A. I wouldn't know.

Q. Are you aware that by common reputation there are at present three bookies operating in the Herald Examiner composing room?

• • •

[1739] • • • Q. (By Mr. Van Arkel) Mr. Coutney, in the negotiations that you had with Local 16 prior to 1947 did the parties from time to time use language such as, "We insist on this?"

A. Prior to the last contract?

Q. Yes; in the course of your negotiations.

A. I can't recall that either party did that.

Q. Do you recall any occasions on which people, these negotiators, would say, "This is something we must get this year?"

A. As a bit of strategy they might have said that but—

Q. But you didn't take it too seriously when they used those terms?

[1740] A. No, I never did.

• • •

Redirect Examination.

• • •

[1741] Q. (By Mr. Van Allen:) Mr. Coutney, with regard to the questions which were asked of you by the Trial Examiner just how, is the foreman subject to discipline by the union if the union does not agree with his acts in discharging a man?

A. Yes, I think so.

Q. Do you know of any instance in which such discipline has been imposed? If so, will you state the details as you know them?

A. No, I would not be in a position to do that. There has not been any such occurrence since I have been here, or elsewhere, for that matter.

I think there was, however, previous to my coming, instances were a particular foreman was disciplined, but I do not know the details of it.

Q. Do you know of any instance in which a foreman was discharged because of his failure to discharge a member of the International Typographical Union for violation of office rules?

A. I know of none, no, sir.

• • •

Recross Examination by Mr. Van Arkel.

Q. Just in that connection, I will ask you if the union generally has observed the provisions of section 10 of the 1946 agreement, which reads as follows:

[1742] "No foreman shall be subject to fines, discipline or expulsion by the union for any act in the performance of his duties as foreman, when such act is authorized by this agreement and scale, or when there is a difference of opinion as to the interpretation of this agreement."

Has the union generally observed that provision of the agreement?

A. To my knowledge they have.

• • •

[1754] • • • Mr. Sinsheimer: I would like to have the reporter [1755] mark as Board Exhibit 1-V for identifi-

cation, a document headed "Further Bill of Particulars," which was served on the parties on January 30, 1948, and is being furnished and offered pursuant to an earlier order of the Trial Examiner.

• • •

(Thereupon the document above referred to was marked as Board's Exhibit 1-V for identification.)

[1756] Mr. Sinsheimer: Accordingly, I offer Board's Exhibit 1-V in evidence.

Mr. Van Arkel: I have no objection.

Trial Examiner Leff: Board's Exhibit 1-V is received.

(The document heretofore marked Board's Exhibit 1-V for identification, was received in evidence.)

• • •

[1761] Mr. Sinsheimer: I am going to ask the reporter to mark as Board's Exhibit No. 20 for identification a paper headed "Trade Unionists—This is Your Fight, Too," and I will stipulate with counsel for respondent that this is an [1762] original, a duplicate original handbill and circular distributed by Chicago Typographical Union No. 16 to its members and to the general public, the latter part of January, 1948.

(Thereupon, the document above referred to was marked as Board's Exhibit 20 for identification.)

Mr. Van Arkel: I think I am willing to stipulate that it was distributed by Chicago Local 16. I am not sure about the time when it was distributed. We can check that.

Trial Examiner Leff: I assume the date is important, is it not?

Mr. Sinsheimer: I believe the date has significance in that it was at the beginning of the year after the strike commenced. Of course, that should be on this—and if it should be agreed—can we agree that it was circulated in the beginning of the year?

Mr. Van Arkel: Yes, I think we can.

Mr. Sinsheimer: I will offer Board's Exhibit 20.

Trial Examiner Leff: Any objection?

Mr. Van Arkel: Yes, I object, Mr. Examiner, on the ground that the statements are views, arguments and opinion.

Trial Examiner Leff: Of course, I have ruled previous-

ly that I construe Section 8-c not to be an exclusionary rule of evidence, but a substantive rule. Apart from that, does not this pamphlet contain certain statements that might [1763] be construed in the nature of admission as to the reason for the strike?

• • •

Mr. Van Arkel: Well, I will add this additional objection, Mr. Examiner, as to relevancy in the principal case, that no connection is shown with any of the respondents in the 9-CB-5 proceeding. Insofar as the Chicago case is concerned, it seems to me that on its face it is an appeal to the public in behalf of this union and is therefore privileged within Section 8-c.

Trial Examiner Leff: Even though it may contain certain admissions against interest?

Mr. Van Arkel: Well, emphatically, I don't think that this can be offered as evidence of the truth of any matters stated in there with respect to the cause of the strike. It doesn't purport to say anything with respect to that. That is obviously matter of independent testimony, what [1764] causes the strike.

• • •

[1765] Trial Examiner Leff: Well, it goes without saying that you have further privilege of offering anything that is material and relevant to the issues of this case.

(The document heretofore marked Board's Exhibit 20 for identification was received in evidence.)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 21-A, a document headed, "The Reporter," dated Chicago, September, 1947.

(Thereupon the document above referred to was marked as Board's Exhibit 21-A for identification.)

[1766] Mr. Sinsheimer: As 21-B, a document headed "The Reporter," for October, 1947.

(Thereupon the document above referred to was marked as Board's Exhibit 21-B for identification.)

• • •

Mr. Van Arkel: We will stipulate that these were distributed by Chicago Local 16 to its members, and object to them on the grounds previously noted. I suggest that they relate purely to entirely local affairs.

Mr. Sinsheimer: I also assume it is stipulated that this is the official paper of the Chicago local?

Mr. Van Arkel: Yes.

[1767] • • • (Thereupon the documents heretofore marked Board's Exhibits 21-A and 21-B were received in evidence.)

• • •

[1768] EUGENE FREDERICK KELLY, called as a witness on behalf of the National Labor Relations Board, having first been duly sworn, was examined and testified as follows:

Direct Examination by Mr. Sinsheimer.

Trial Examiner: What is your full name?

The Witness: Eugene Frederick Kelly.

Trial Examiner Leff: Where do you live?

The Witness: Sioux City, Iowa.

Trial Examiner Leff: Please proceed.

Q. And you are employed by the Journal-Tribune Publishing Company?

A. Yes, sir.

Q. In what capacity?

A. As vice president.

Q. How long have you held that position?

A. Since 1941.

• • •

[1769] • • • Q. Now, you then participated in negotiations with the international, that is, with the local union of the International Typographical Union, during the year 1947, is that right?

A. Yes, that negotiation started December of 1946, I believe, and continued through until about the tenth or eleventh of February, 1947, being retroactive to January 1, [1770] 1947.

Q. And you entered into a contract for the year 1947 with the local union of the International Typographical Union?

A. Yes.

Q. What local is that?

A. Local 180.

Trial Examiner Leff: What is that again, Mr. Kelly?

The Witness: Local 180.

Q. (By Mr. Sinsheimer) What newspapers are published by the Journal and Tribune Publishing Company?

A. We have the Journal, the Journal-Tribune and the Sunday Journal.

Q. And are there any other newspapers published in Sioux City?

A. Not of general news.

Mr. Sinsheimer: I will have the reporter mark as Board's Exhibit 22 a statement as to the business and commerce of the company.

(Thereupon the document above referred to was marked as Board's Exhibit 22 for identification.)

Mr. Sinsheimer: I will offer this exhibit as the correct statement of the business and commerce of the Journal-Tribune Publishing Company.

Q. (By Mr. Sinsheimer) Is that for the past year?

[1771] A. That is for the year of 1947.

Mr. Sinsheimer: I understand that Mr. Van Arkel has no objection.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 22 is received.

(The document heretofore marked Board's Exhibit 22 for identification, was received in evidence.)

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 23 a document consisting of 10 pages, the first of which is headed "Contract and Scale of Prices between Sioux City Typographical Union 180 and the Journal-Tribune Publishing Company, effective January 1, 1947 to December 31, 1947."

(Thereupon the document above referred to was marked as Board's Exhibit 23 for identification.)

Q. (By Mr. Sinsheimer) I will ask you, Mr. Kelly, to state what that is?

A. This was the contract that was negotiated in January and February of 1947 for the calendar year 1947 between the Journal-Tribune Publishing Company and the Sioux City Typographical Union.

Mr. Sinsheimer: I will offer Board's Exhibit 23.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 23 is received.

[1772] (The document heretofore marked Board's Exhibit 23 for identification, was received in evidence.)

Q. (By Mr. Sinsheimer) Now, did you commence

negotiations with Local 180 looking toward an agreement during the year 1947?

A. Very shortly after the first, perhaps the first or second of November, we received a letter from Mearle Morrison, president of the local, requesting a meeting, and a date of November 5 was set for the first meeting.

Q. Now, I will show you this document which I will have marked as Board's Exhibit 24, a letter dated October 3, 1947.

(The document above referred to was thereupon marked as Board's Exhibit 24 for identification.)

Q. (Continuing) I will ask you if that is the copy of the letter you received from Mr. Morrison?

A. Yes, this is a copy of the letter that Mr. Morrison sent us.

Mr. Sinsheimer: I will offer Board's Exhibit 24.

Mr. Van Arkel: No obection.

Trial Examiner Leff: Board's Exhibit 24 is received.

(The document heretofore marked Board's Exhibit 24 for identification, was received in evidence.)

[1773] Q. (By Mr. Sinsheimer) After you received that letter, you then had a meeting with the local union, is that right?

A. That is correct.

Q. And about when was that meeting held?

A. The first meeting was held on November 5, in the offices of the company in Sioux City.

Q. And what occurred at that meeting?

A. At that time the union furnished us or told us that they were not going to renew the old contract in any of its terms or forms. They asked for $2.25 an hour pay scale, and at that time they gave us a copy of their contract which they call Form P6-A, and we, in a quick glance at it, felt that it was unlegal, and asked for an extension of time to study it over, to receive advice on it.

Mr. Sinsheimer: I have the P6-A form, but I think we can agree that it is the same P6-A form that we have been talking about before, is that right, Mr. Van Arkel?

Mr. Van Arkel: I think so.

Q. (By Mr. Sinsheimer) Did anything else occur at that meeting?

A. Well, we discussed the possibility of arriving at a contract and were informed, again, that we could not have any contract except Form P6-A.

Q. Was there any suggestion made that you submit an agreement?

[1774] A. Yes, the union at that time asked us to offer a counter-proposal and then we adjourned until the following week, at which time we had a proposal ready.

Q. And did you have a meeting the following week?

A. The following week we had a meeting with the scale committee of the union at which time we submitted a rider, I believe you would call it, to the old contract, in which we offered to negotiate a wage scale and to put in a clause to the effect that if any parts of this contract were illegal, they were automatically taken out from the contract, and that if any parts of the union security clauses would later, by judicial interpretation or representative law, become legal, that we would then reinsert them in the contract.

Mr. Sinsheimer: I will ask this document to be marked as Board's Exhibit 24-A.

(Thereupon the document above referred to was marked as Board's Exhibit 24-A for identification.)

Q. (By Mr. Sinsheimer) I will ask you what that is?

A. This is a copy of the proposal that we submitted to the union at our second meeting.

Q. That is the proposal you have just described?

A. Yes.

Q. In that you list three changes in the existing agreements, is that right?

A. That is right.

[1775] Q. No. 1 was wages?

A. No. 1 is wages.

Q. No. 2 is the term "Sixty-day Opening Clause." Can you state what the words "Sixty-day Opening Clause" meant?

A. Yes. That sixty-day opening clause—in the old contract it called for a 30-day opening clause, that 30 days prior to the expiration of the contract either side had the right to open the contract, and then the Taft-Hartley law said that there would be 60 days notification on that, and so we put that in to conform with the law.

Q. Was that with respect to the 60-day opening clause at the termination of the contract?

A. Yes, it was to have been 60 days prior to the expiration of the contract which was to have been negotiated for a one-year period.

Mr. Sinsheimer: I will offer Board's Exhibit 24-A.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 24-A is admitted.

(The document heretofore marked Board's Exhibit 24-A for identification, was received in evidence.)

Q. (By Mr. Sinsheimer) Now, who participated in these meetings for the company?

A. For the company there was W. R. Perkins, president and publisher of the company, W. T. Perkins, his son, Ed Towns, [1776] our circulation manager, myself, Eugene F. Kelly, and sometimes, but not always, my brother, John Kelly, not at all meetings.

Q. Who participated for the union?

A. For the union there was Mearle Morrison, president of the union, Wendell Abbey, secretary, James Crubaugh. I don't think he holds any union office, just a scale committee member, Joe Lee, McCarthy, I believe it is J. W. And at almost all meetings Melvin Meredith.

Q. Where were the meetings held?

A. We have a room for these meetings in the offices of the company.

Q. At this meeting which you have just described, which followed the meeting held on November 5, do you know the date of the second meeting?

A. It was the following week, November 12.

Q. Did anything else occur at that meeting that you can recall?

A. Yes, we discussed the possibility and the advantages of trying to secure a one-year contract for stability of operations of the company, and we were informed by the union that they could not grant a one-year contract and the maximum period of time they could give us was 60 days, and we didn't feel that that was long enough to give us the stability we needed.

Q. Was there anything further? Can you recall any discussion [1777] about whether the committee was a bargaining agent or not?

A. Oh, yes.

Trial Examiner Leff: Will you read that last question, please?

(Question was read.)

The Witness: The president of the union informed us that these men there, the scale committee, were in no way to be representatives of the union, they were not bargain-

ing agents for the union, just spectators, you might say, to report back to the union.

Q. (By Mr. Sinsheimer) Did you make any reply to that?

A. We asked how we could ever get together with the union to settle up the current dispute. They said that they thought that they convince the union that they would settle the pay scale if we would talk money, if they accepted the pay scale.

Q. Was there any further discussion?

A. Yes, both these meetings lasted for several hours. There was a lot of discussion on both sides as to what the law stated, how it should be interpreted.

Q. Did you ask the union to submit another proposal or did they ask you to submit one?

A. After that meeting, or just before the termination of that meeting, we both agreed to submit a new proposal at the next meeting.

[1778] Q. When was the next meeting?

A. The next meeting was held December 2.

Q. With substantially the same people present?

A. Yes.

Q. What occurred at that time?

A. At that time the company submitted a memorandum or agreement or contract, whatever you want to call it, which was in essence the same as the previous contract, with what we felt were clauses contrary to both the federal and state laws relative to governing union security removed. The other working conditions remained substantially the same.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 24-B a document consisting of five pages. The copy is marked "Submitted by office to the Sioux City Typographical Union No. 180 at meeting December 2, 1947."

If there is any objection, I will remove that.

Mr. Van Arkel: I have no objection.

Mr. Sinsheimer: And it begins "Memorandum" and concludes on Page 5 with "Paragraph 19."

(Thereupon the document above referred to was marked as Board's Exhibit 24-B for identification.)

Q. (By Mr. Sinsheimer) I will ask you, Mr. Kelly, to state what Board's Exhibit 24-B is?

A. 24-B was a company proposal to—24-B is the com-

pany [1779] proposal to the typographical union to take the place of the contract we had in previous years. The members of the scale committee were very insistent that it not be called a contract and not be a contract, so we headed it "Memorandum," and it was to have been in written form signed by both sides, and underwritten by the international if they would underwrite it.

Trial Examiner Leff: How does that vary from the contract?

The Witness: I couldn't exactly answer that. A memorandum or agreement or contract are all the same things.

Q. (By Mr. Sinsheimer) What did the union have to say, if anything, about Board's Exhibit 24-B?

A. They turned it down.

Q. Did they say why?

A. Because they were not allowed to sign a contract for a year's duration, not permitted to.

Trial Examiner Leff: Who said that?

The Witness: The members of the scale committee. I believe it was Mr. McCarthy who made the statement that they couldn't—if they signed a contract they would be sticking their necks way out. However, the union did take this memorandum under advisement and said that they would study it over and tell us more definitely the following week. At the same time they—this meeting was December 2?

[1780] Q. That is right.

A. I believe it was at this meeting that they submitted to us a "Conditions of Employment" of their own drafting.

Mr. Sinsheimer: Then I will ask the reporter to mark as Board's Exhibit 24-C a document of two pages that is headed "Proposal Submitted by Printers' Union to the Publishers of the Journal and the Journal-Tribune Printing Company, December 2, 1947," and again the heading is not properly part of the document and can be removed, if there is objection.

Mr. Van Arkel: What is this being marked as?

Mr. Sinsheimer: Board's Exhibit 24-C.

(Thereupon the document above referred to was marked as Board's Exhibit 24-C for identification.)

Mr. Sinsheimer: It is a document of two pages, starting out, "Section 1," and the second page concludes, "Section 12."

Q. (By Mr. Sinsheimer) Referring to Board's Exhibit 24-C, Mr. Kelly, I will ask you whether or not that is a proposal or document that the union submitted on December 2?

A. Yes, the union submitted this to us at that time as just conditions of employment, not to be construed in any way for a contract or for any definite termination date, and had no period of time for it.

Q. Did you make any statement with respect to that document?

A. Yes, we still held out for a contract that had a definite termination date, preferably for the period of one year.

[1781] Q. Did you advance any other reason for not accepting the union's memorandum, Board's Exhibit 24-C?

A. The lack of termination date, I believe, was the main objection to this form.

Q. Any provision for signature in that form?

A. No, it is not initialled or signed or anything by anybody. It was just a form of working conditions that would be either posted or not posted, or whichever way the union wanted it.

Mr. Sinsheimer: I will offer Board's Exhibit 24-C and 24-B in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 24-B and 24-C are received.

(The documents heretofore marked Board's Exhibits 24-B and 24-C for identification were received in evidence.)

Q. (By Mr. Sinsheimer) Was there any further discussion at the meeting on December 2?

A. We agreed to meet again the following week, but there was something else in there. I can't—

Q. Did you have any further conversation about whether the committee was a bargaining agent or not?

A. Yes, at this meeting they admitted that to some extent they were a bargaining committee and that the union would accept their recommendations, subect to vote, of course, of [1782] the whole union.

Q. Did you have any discussion about a verbal agreement?

A. Yes, we asked for—when they so insisted on not giving any kind of annual agreement, we asked at this time if we could get a verbal agreement of any kind regarding the stability of the wage scale for one year, and the union rep-

resentatives, the negotiators, assured us as individuals, not as members of the scale committee or a committee of the union, that they, personally, would not be involved in asking for any additional wage increases during the current year.

Q. Did you have any further meetings after the meeting of December 2?

A. After December 2 we met again the following week, December 9, I believe was the date on that.

Q. Were substantially the same people present at that time?

A. Yes.

Q. What occurred at that meeting?

A. We again asked for a contract of a year's duration and were informed that we could not have one and that if the union couldn't give us a year's contract, a year's working agreement of any kind for more than 60 days—I believe at this meeting that the union then gave us the conditions of employment which called for working conditions in the shop, which they submitted to us. We didn't have any too great objections to the conditions of employment if the union would give us some [1783] kind of assurance that they would remain in effect for substantially a year, particularly the wage scale part of it. We offered to meet with them in any dispute that might come up.

Q. Well, did they offer you conditions of employment at this meeting or did you make some proposal to them first?

A. This is the meeting of December 9, is it?

Q. Right.

Trial Examiner Leff: Why don't you show the witness the documents to refresh his memory? I don't think Mr. Van Arkel would have any objection.

Q. (By Mr. Sinsheimer) I will show you a document of three pages which I will ask the reporter to mark as Board's Exhibit 24-D.

(Thereupon the document above referred to was marked as Board's Exhibit 24-D for identification.)

Q. (Continuing) First the page has on it, "1948, Scale and Wages and Working Conditions between the Journal-Tribune Publishing Company and the Sioux City Typographical Union No. 180." Do you know what this is?

A. At this December 9 meeting we submitted this new proposal to take the place of a contract or a working agree-

ment to be initialled by both sides, to be just as a memorandum of some kind of agreement. This is substantially the same as the union had asked for except that Section 9 was changed. [1784] It is a provision obtaining to the overtime clause. We asked for a change from the old contract so that we wouldn't have to pay overtime unless a man worked more than 40 hours, but the union objected to it very strongly, and so we withdrew Section 9 and substituted the clause that had been in the past contract.

Q. Did the union object to any other provisions?

A. They objected very strenuously to Section 13 which reads, "This memorandum is for a period of one year from January 1, 1948 to December 31, 1948."

Q. Did they have any other objections to the document?

A. Except the main objection which they had all the way through which was that they wouldn't sign anything, initial anything, that ran for a period of a year.

Trial Examiner Jeff: Were wage scales discussed at this meeting?

The Witness: No, sir.

Trial Examiner Leff: Were they ever discussed?

The Witness: Not up through these meetings.

Trial Examiner Leff: Was there any request made up to the time of these meetings by either of the unions or the publishers for a discussion of wage scales?

The Witness: No, sir, the union kept trying to discuss wages, but we wanted some assurance of stability for at least a year before we would discuss wages.

Trial Examiner Leff: Thank you.

[1785] Q. (By Mr. Sinsheimer) Well, now, you had previously indicated the union offered conditions of employment at this meeting, is that correct or not?

A. No, I don't believe they did at this meeting.

Q. Do you recall anything else that occurred at this meeting?. Did you have any meetings after the one on December 9?

A. Yes, we did again on December 30, I believe it was, the date of the next meeting.

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Trial Examiner Leff: Was 24-D admitted?

Mr. Sinsheimer: No, I have not offered 24-D. I will now offer 24-D in evidence.

Mr. Van Arkel: That is the company's offer of December 9?

Mr. Sinsheimer: That is right.
Trial Examiner Leff: Any objection?
Mr. Van Arkel: No objection.
Trial Examiner Leff: 24-D is received.

(The document heretofore marked Board's Exhibit 24-D for identification, was received in evidence.)

Q. (By Mr. Sinsheimer) What occurred at the meeting of December 30?

[1786] A. On December 30 the union brought in a memorandum of agreement that while it didn't definitely run for a period of one year had a 60-day opening clause in it, and it was closer to a contract than we had yet arrived at, and we then started discussing this contract or this memorandum, and there were two clauses there that in our judgment we felt were illegal.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 24-E a document consisting of three pages headed, "Memorandum Covering Conditions of Employment of Members of Sioux City Typographical Union No. 180." Now, the first page of this has three lines at the top which begin with the words "presented by printers," and I have crossed those three lines out on this copy since they are not part of the document. I assume there is no objection to crossing them out, Mr. Van Arkel?

Mr. Van Arkel: I think they ought to go in.

Mr. Sinsheimer: Then I will offer another copy which I haven't crossed out. It is the same document, Board's Exhibit 24-E.

(Thereupon the document above referred to was marked Board's Exhibit 24-E for identification.)

Mr. Sinsheimer: On Pages 2 and 3, Section 13 on the copy I am now offering, is crossed out.

Q. (By Mr. Sinsheimer) I will ask you, Mr. Kelly, what [1787] Board's Exhibit 24-E is?

A. This constitutes a memorandum that the union submitted to the office on December 30 for a one-year period. That, however, gave either side the right to open it after 60 days.

Trial Examiner Leff: You referred before to three features of this contract that you considered objectionable. Did you express that objection to the union representatives?

The Witness: Yes, sir.

Trial Examiner Leff: What were the three features that you pointed out to them?

The Witness: Sections 12, "It is understood and agreed that the general laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this memorandum shall govern relations between the parties on conditions not specifically enumerated herein."

Trial Examiner Leff: Did you tell them what you considered objectionable about that?

The Witness: Yes, we felt that this particular clause gave the union too much jurisdiction in determining points of operation which we felt were in conflict with the law. The minute we mentioned this, the union said, "Well, we will strike that section out," and there was no argument on it at all.

Trial Examiner Leff: Well, was Section 12 stricken out by the union?

[1788] The Witness: Yes.

Q. (By Mr. Sinsheimer) What other sections did you raise objection to?

A. Section 13. We agreed to it almost all the way down until we came to the part that reads "That local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration." The minute we objected to that phraseology, the whole joint standing committee clause was stricken from the agreement and we went on, then, to the discussion of wages.

Q. Then you agreed to strike from the agreement Sections 12 and 13?

Mr. Van Arkel: I think it should appear that the union agreed to strike those sections, didn't they? Did I misunderstand his testimony?

Mr. Sinsheimer: I believe there was agreement on all sides that those be stricken.

Mr. Van Arkel: But it was the publisher who made the demand.

Trial Examiner Leff: The union agreed with the publishers' request, and as a result of the agreement, Sections 12 and 13 were stricken: Is that right Mr. Kelly?

The Witness: Yes, sir, that is correct.

Q. (By Mr. Sinsheimer) Then you began to discuss wages, [1789] is that right?

A. That is correct.

Q. Now, was there any discussion of this Section 14?

A. Yes, we discussed Section 14 because we didn't feel

that a contract that could be opened within 60 days was strong enough to give us the stability we need to run the paper, but the union was very adamant on having that 60-day clause in there so we substantially agreed to that phraseology.

Q. Was anything said about wages in connection with the 60-day clause?

A. Yes, the scale committee members assured us that any wages agreed to would be in effect for a period of one year. They assured us that while they couldn't speak for the union, that the present scale committee would have nothing to do with trying to renegotiate an increase or decrease in scale of wages during that year.

Q. Did you then discuss wages?

A. That is correct, we then, feeling that we had a contract of at least 60 days, started discussing wages, and we gave the union a bid of 10 cents an hour increase, which was rejected by the union, and we agreed to meet again. Later on in that same week, I believe. New Year's intervened in the meantime.

Q. And did you meet again that same week?

A. That same week, yes.

[1790] Q. And when was the next meeting?

A. January 2, I believe that is the date.

Q. What occurred at that meeting?

A. At that meeting the scale committee informed us that they had been in telephone communications with their international offices at Indianapolis that morning, and were very strongly advised to withdraw the contract they had offered us two or three days before.

Q. Are you referring now to Board's Exhibit 24-D?

A. Yes, sir.

Q. Do you recall just what the union said about that or who said it?

A. Mr. Morrison made the statement that in talking to one of the officers of the international union, that he had been advised that the local should not—let me put that another way, that the local should withdraw this contract because the union, the international, wouldn't underwrite it, and that while the 60-day opening clause was still in there, it still was for a period of one year's time.

Q. Did Mr. Morrison make any further statement at that time with regard to the union's position?

A. I believe that it was at this meeting that Mr. Morrison then told us that there were only three alternatives. We could accept their contract, Form P-6A, or have the short form, conditions of employment, or the local would call in [1791] an international representative to negotiate further with us.

Mr. Sinsheimer: I will offer Board's Exhibit 24-E in evidence.

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Q. (By Mr. Sinsheimer) Mr. Kelly, can you state how the language which appears in the three lines at the top of Board's Exhibit 24-E came to appear there?

A. Yes. For a number of years immediately following all scale committee meetings with all unions, not just the printers' union, with all unions, we have drafted rough minutes or rough memorandums of the meeting, and then on any of the proposals that have been worked on, we have made our notations as to what we felt, or felt had been accomplished at that meeting, and we put this down thinking that from here on we had some form of a contract, even though it was for only 60 days.

Trial Examiner Leff: Who wrote that out on the top of 24-E, the comment?

[1792] The Witness: Mr. Ed Towns.

Trial Examiner Leff: Who is he?

The Witness: He is our circulation manager and takes most of our notes at these meetings.

Trial Examiner Leff: Will you read the comment and tell me whether it is or is not accurate according to your present recollection?

The Witness: Could I have that question again?

(The question was read.)

The Witness: The last phrase in there, "but repudiated by union at meeting 2 January 1948" was added after the January 2 meeting to this same form. There probably should have been a period after December 30, 1947.

Trial Examiner Leff: Will you please proceed.

Is there any objection to this exhibit?

Mr. Van Arkel: I think, with that explanation, I have no objection.

Trial Examiner Leff: Exhibit 24-E is received.

(The document heretofore marked Board's Exhibit 24-E for identification, was received in evidence.)

Q. (By Mr. Sinsheimer) That meeting refers to the meeting with the publishers, is that right, where it says, "Repudiated by union at meeting January 2, 1948"?

A. Yes.

Q. Do you recall anything else that occurred at the meeting [1793] on January 2, 1948?

A. I don't remember what we had discussed before the exhibit came up there. I believe the record shows, doesn't it, that we discussed down through the union withdrawing the offer?

Q. That is correct. You discussed the matter as to the union's offer and the union's withdrawal of Board's Exhibit 24-E. Now, did you have any further discussion as to wages?

A. At the January 2 meeting?

Q. Was there any discussion of retroactivity?

A. Yes. Mr. Morrison, the spokesman for the union, asked if the wages would be made retroactive to January 1. Mr. Perkins, that is, Mr. W. R. Perkins, president of our company, made the statement that he thought we should live up to all of the old contract which had a retroactive pay clause in there, but also had a clause in there which read that the 1947 contract would serve for a reasonable time until a new contract was drafted, not to exceed 30 days.

Q. Did you have any meeting after the meeting of January 2? When was the next meeting?

A. The following Tuesday, I believe, on January 5 or January 7. January 5, I believe it was.

Q. Would January 7 be correct?

A. Yes, if January 7 is correct.

Q. What happened at that time?

[1794] A. At that time the union offered us the conditions of employment form which we said we thought we might be able to get along with if they would take off the top part of it and just the working conditions was all we wanted of it.

Q. Did Mr. Morrison have anything to say about whether they would or would not sign an agreement?

A. Yes, he again reiterated, Mr. Morrison did, that the union could not, would not sign a contract for a year's duration.

Q. Do you recall anything further from that meeting?

A. Just that we agreed to meet again the following week.

Q. And did you meet the following week?

A. Yes.

Q. Do you recall the date of that meeting?

A. January 12 or 13.

Q. At the meeting of January 13, what occurred?

A. At that time, the union submitted a conditions of employment to us, and we said that we would accept the bottom part of it with certain changes in there, more or less minor changes, and I believe at the meeting of January 13 we discussed wages. Yes, we offered the union a $9 increase to $73, I believe, and the union rejected that wage offer but shortly before we adjourned, Mr. Perkins asked Mr. Morrison what was the best figure that the union would accept, and at that time he mentioned $76 as the lowest figure the union could accept, the scale committee could accept.

[1795] Q. Now, do you have the conditions of employment forms that were submitted to you at that meeting or the previous one?

A. No, the union asked for both of those forms back, and we gave them to them, and hadn't bothered to make copies of them in the meantime, thinking that they were part of our records.

Mr. Van Arkel: Which items were they?

Mr. Sinsheimer: Those were two forms of conditions of employment which had been submitted at meetings on January 7 and 13.

Q. (By Mr. Sinsheimer) Did you then have another meeting that week?

A. Yes, two days later, I believe it was, we met again with the printers, were assured again by the scale committee that any wage agreement reached would be as permanent as the scale committee could make it for a period of one year, and they gave us—well, they then told us that they would bring in a form of conditions of employment that would be signed by the officers of the union, officers of the local union, and at that meeting we raised our offer to $75 for daytime journeymen rates, and the wage scale was accepted, and that is the position that prevails to this date.

Q. Now, did they give you a conditions of employment form at that meeting?

A. No, they brought it in to Mr. Perkins two days later, I [1796] believe it was. I wasn't in Mr. Perkin's office

at the time, when it was all signed up by the local officers.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 24-F for identification a document headed Conditions of Employment," consisting of three pages.

(Thereupon the document above referred to was marked as Board's Exhibit 24-F for identification.)

Q. (By Mr. Sinsheimer) I will ask you to state what that is?

A. This is a copy of the conditions of employment signed by the president and secretary of the local union under which we are operating our composing room and ad alley at this time.

Q. Did you accept the conditions of employment set forth in that document?

A. Yes.

Q. Did you, that is, advise them that you are in accord with all the conditions that are set forth in Board's Exhibit 24-F?

A. We advised them that we were not in accord with this first page and that we thought that this memorandum should just consist of the sceond and third pages, but the union insisted on having that first page in there, on the agreement.

Q. Was this reference at the top of this copy which reads, [1797] "Printers 1 January 1948 to 31 December 1948" part of the document?

A. No, that is our addenda to it, that it is the 1948 conditions of employment of the printers' union that we hope will remain in effect the full year.

Mr. Sinsheimer: I will offer Board's Exhibit 24-F in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: Hearing none, 24-F is admitted.

(Thereupon the document above referred to was marked as Board's Exhibit 24-F and received in evidence.)

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Q. (By Mr. Sinsheimer) Mr. Kelly, referring you to Board's Exhibit 24-Q which you stated was submitted about December 9, at the time that exhibit was discussed, was there any discussion by Mr. Morrison or anyone else about submitting that to [1798] the international union?

A. Yes.

Q. What was said?

A. The local scale committee said that they would send it in to Indianapolis for comment by the international and possible approval or disapproval.

Q. And do you know whether they did?

A. We never did hear whether it was accepted or rejected by the international, but the following meeting, which was just before the first of the year, December 30, I believe, they then submitted us this other contract which didn't vary a great deal from this one. This is the one in which Section 9 was changed to read the way it read in previous contracts.

Q. You are referring to Board's Exhibit 24-E as the one that was submitted at the December 30 meeting, is that right?

A. By the union, yes.

Q. That is right. Now, since January—

Trial Examiner Leff: I am not quite clear on that answer. Oh, yes, I am. Please proceed.

Q. (By Mr. Sinsheimer) Now, since January 15, have there been any further negotiations with the union?

A. No.

Q. Have you had any negotiations with any subordinate mailers' union of the International Typographical Union?

A. Yes, we had rather protracted negotiations with the [1799] mailers' union last summer.

• • •

[1800] • • • Q. (By Mr. Sinsheimer) First, have you had contracts with the mailers' union?

A. Yes, we have had contractual relations with the mailer's union since 1938, I believe.

Q. I will show you a document that I will have marked Board's Exhibit 25 for identification.

(Thereupon the document above referred to was marked as Board's Exhibit 25 for identification.)

Q. (By Mr. Sinsheimer) (Continuing) I will ask you to state what that is?

A. This is the copy of the contract that we had with the mailer's union for the period of September 1, 1946 to September 1, 1947, setting out conditions, wages.

Q. Does that provide for a closed shop?

A. That provided for a closed shop.

Q. And did the contracts for the employees in the composing room also provide for a closed shop?

A. Yes, the one for the calendar year 1947 did.

Q. That is the one I had reference to.

A. Yes.

Q. And did the previous contracts for both the mail room and the composing room provide for a closed shop?

A. That is correct.

[1801] Q. For how many years, approximately?

A. The printers' contract, I believe, runs back to 1937, and mailers' until 1938.

Q. And those contracts have covered what newspapers?

A. From 1937 to 1941 they covered Perkins Brothers Company, which published the Sioux City Journal, and the Tribune Company, which published the Tribune. Since 1942 they covered the Journal-Tribune Publishing Company.

Q. And that is the three newspapers, the two daily papers and the Sunday paper you testified concerning?

A. Yes.

Q. Now, did you have meetings with respect to a new agreement with the mailers commencing in 1947?

A. Yes.

Q. About when did they start?

A. June 6, I believe was the first date. At that time—perhaps a little history will make this more clear, Mr. Examiner. The printers and the stereotypers negotiated quite a substantial wage increase in their 1947 contracts, for their 1947 contracts, and the pressmen, the pressmen's union came in first and asked if they could open their contract before the termination date, and we offered them the same dollar increase as the sterotypers had been granted, which in turn, was based on what the printers had been granted. Then, after we had settled with the pressmen, the mailers [1802] asked if they could open their contract prior to September 1, 1947, and on June 6 we had our first meeting with the mailers' representatives.

Q. Now, were substantially the same people representing the company in these negotiations as represented the company in the negotiations with the Local Union 180?

A. Yes, that is correct.

Q. And who represented the mailers' union?

A. George Harrington as secretary represented them. Kenny Myers, Robert Olson, and Peterson were the men

who represented the mailers in most of the meetings. They had other men come in to a meeting or something of that kind, but those four men were the principal members of the scale committee.

Q. What is the name or number of that mailers' union?

A. The mailers' union was No. 87, I think. Is that correct?

Q. No. 97?

A. 97.

Mr. Sinsheimer: I will now offer Board's Exhibit 25 in evidence.

Mr. Van Arkel: No objection subject to later verification.

Trial Examiner Leff: Board's Exhibit 25 will be admitted.

(The document heretofore marked Board's Exhibit 25 for identification, was received in evidence.)

[1803] Q. (By Mr Sinsheimer) You held your first meeting on June 6 of 1947, is that correct?

A. Yes, that is correct.

Q. Now, will you state what occurred at that meeting, Mr. Kelly?

A. At that meeting Mr. Perkins offered the mailers a wage increase of, I believe, 20 cents an hour in return for an extension, a rider to the contract that was then current, extending that contract to 1949 with a wage reopening clause for September 1, 1948. The mailers wanted more money at that time, and so they said they would take it back to the union and there was no exception made at that time.

Q. Was there any discussion of the form of the contract?

A. By June 6 the state of Iowa had passed an anti-closed shop and anti-union-shop law, but the Taft-Hartley law was not in effect, had not yet been passed, I believe, so that we, in our rider, wanted to put a clause in there that any provision in the old contract contrary to state or federal law would not be part of the contract.

Q. Was there any particular discussion of that at the time?

A. No, not that I recall.

Trial Examiner Leff: Will you read his previous answer, please, Mr. Reporter, beginning with the state of Iowa passing the law?

(The answer was read.)

[1804] Q. (By Mr. Sinsheimer) When was the next meeting of the mailers?

A. Two days later, I believe it was, three days, or one day. Is was very shortly afterwards. They came in and turned our offer down, said that the union hadn't accepted the proposal as we submitted it.

Q. That is, the wage proposal?

A. The wage proposal.

Q. And when was your next meeting?

A. Then we waited until the time came to open up the contract which was expiring September 1, 1947. I believe the next meeting was August 11.

Q. And what occurred at that meeting?

A. At that meeting we had quite a discussion with the union as to what could and could not be put into a contract, and the union rejected our wage offer of that time and we adjourned to a later date, I believe.

Q. In other words, you problems rising out of the Iowa law and the Taft-Hartley Act, is that it?

A. That is correct. Perhaps I should add, too, for these meetings, and due to our uncertainty as to what the laws meant, we met most of the time in the offices of our lawyer in Sioux City, Mr. Jess Marshall.

Q. That is, for these meetings in August you met in the attorney's office?

[1805] A. That is right.

Q. Was that true of any of the meetings with the typographical union or were those all held at the company offices?

A. Typographical scales meetings were all held in the company office.

Q. But this meeting of August 11 and some other meetings that you had with the mailers were held at your attorney's office?

A. That is right.

Q. When was the meeting after August 11?

A. I believe the next date was August 17.

Q. Would August 14 be correct?

A. August 14.

Q. What occurred at that meeting?

A. At that time we tried to get the union to accept the wage scale which was a slight increase over what we had

offered previously, and we knew the old contract with the rider on it, through the fact that there had been clauses contrary to state or federal law, would be withdrawn from the contract.

Q. And did the mailers make any proposal?

A. Yes, at this meeting, under this Taft-Hartley Act, it was still legal for the mailers to enter into a closed shop contract. They wanted to continue that for a year, but the state law prohibited that, so they wanted to hold out for [1806] a dollar seventy-five as a wage scale and we wouldn't accept that offer, that bid.

Q. Now, was there another meeting shortly after that?

A. Yes, there was a meeting held August 28, I believe it was, 27, perhaps.

Q. Was that the eighteenth? Would that be right?

A. Yes, we had three meetings in there trying to reach a solution with the mailers.

Q. Can you recall what occurred at that meeting? This is a meeting of August 18.

A. As I recall that meeting, it was principally concerned with the discussion of what the wage rate should be, and that we pointed out various figures that you get together to try to convince a union that they should accept our scale. They countered with some of their figures that we should accept their scale.

Q. Was there also some discussion that a rider which the union published be attached to the contract as not applicable to the state law?

A. Yes. You see, the closed shop was not outlawed at this time by the Taft-Hartley law, but the state law which was effective May 14, which I believe was the date of that law, clearly stated that closed shops and union shops were illegal.

Now, following that, did you have any meetings until some time in the latter part of September?

[1807] A. No, they said that because of our inability to get together on what the various laws said, that the union would wait until they were able to get an international representative to sit in to help them negotiate the contract.

Q. Did they bring an international representative in?

A. Yes.

Q. Who was that?

A. Mr. Max Burns from Detroit.

Q. About when did he come to Sioux City?

A. Oh, along in Sepember 22 or 23.

Q. In the meantime, or about that time, did you receive any letters from any of the local representatives of the mailers?

A. Yes, they wrote and told us that Mr. Burns was in town and they were going to see him the following afternoon at three o'clock, I believe, or something like that. We waited there for half or three-quarters of an hour before any of them showed up.

Q. Did Mr. Harrington write you a letter with respect to whether they would enter into a contract or not?

A. Yes, as secretary of the union he notified us that the mailers couldn't enter into a year's contract as they had previously, in previous years.

Q. Do you recall just what the language was? Did you ever get a letter from Mr. Harrington in which he said that [1808] the union's offer in collective bargaining was, one, that there would be no signed, verbal or any other kind of contract, and, two, that the employer recognize that there is no obligation on the part of the union or its members, its individual members, to other than may be specified to in the conditions of employment set by the union?

A. Yes.

* * *

[1809] * * * Q. (By Mr. Sinsheimer) Did you then have a meeting with Mr. Burns?

A. Yes, we had a—

Q. What occurred?

A. The first meeting we had with Mr. Burns was very [1810] unproductive. He just sat there and said the union couldn't do anything, they weren't going to do anything, and had no intentions of doing anything.

Q. When was that meeting?

A. That was September 22 held in the offices of our company lawyer, and he stated again that the union could not sign any contract, make any oral contract or any kind of agreement.

Q. That was Mr. Burns?

A. That was Mr. Burns.

Mr. Van Arkel: Have you finished your answer, Mr. Kelly?

The Witness: Yes.

Q. (By Mr. Sinsheimer) What else do you recall occurring at that meeting?

A. At that particular meeting we offered a wage compromise, a wage increase, and the union wouldn't accept that wage increase either, holding out for $1.75.

Q. Did you have any meetings after that with Mr. Burns or any other representatives of the union?

A. Yes, we did have. About two weeks later, nearly three weeks later, Max Burns came back to Sioux City. We met with him in October, some time around the middle of October, and with him we arrived at a wage scale and also Mr. Burns promised us a contract that was substantially the same contract that we had had the year before, only that there were [1811] withdrawn from it all clauses that pertained to union security, and it was to be stripped down to wages, hours, vacations, overtime, such provisions of that kind, and at that time we arrived at a wage compromise with Mr. Burns and he said that the contract would be ready in a couple of days and we agreed to make the wage scale retroactive to September 1.

Q. That was about the middle of October?

A. Yes.

Q. Did you receive such a contract?

A. No, we didn't. We waited and waited and finally our bookkeeper had figured up the back pay, the retroactive pay that was coming to the men, and paid it to them. Then two or three days after we had paid them their back pay and established a new wage scale, they posted conditions of employment, and the secretary gave a copy of that to the foreman with instructions that the foreman should take it down to Mr. Ed Towns. The mailers' craft is directly under his jurisdiction.

Q. About when were these conditions of employment posted?

A. About November 3, second or third, along in there.

Q. In 1947?

A. In 1947. When we objected to that so strenuously, we wrote them a letter, and they took them down. They withdrew their conditions of employment.

Q. After November 3, did you have any further meetings with [1812] the mailers or their representatives?

A. Not with the mailers, but an international man who, I believe, is an International Typographical man, Huet-

maker, visited us, and Ed Towns and I met with him in Mr. Jess Marshall's office. That is our Sioux City attorney.

Mr. Sinsheimer: Could we stipulate, Mr. Van Arkel, that Mr. Huetmaker is an international representative?

Mr. Van Arkel: Yes.

Mr. Sinsheimer: And, I believe, also Mr. Burns is an international representative?

Mr. Van Arkel: No.

Mr. Sinsheimer. No?

Mr. Van Arkel: No.

Mr. Sinsheimer: Well, he is the president of the Detroit mailers' union and serves as an international representative at times, is that correct?

Mr. Van Arkel: I believe so.

* * *

Q. (By Mr. Sinsheimer) When did you meet with Mr. Huetmaker?

A. About, I believe, November 10, and at which time he asked us to go along with the mailers on that wage scale without any kind of conditions of employment, verbal, written, and no assurances of any kind but that he personally assured [1813] us that he would do everything in his power to see that the conditions in our mailing remained the same as they had for—were to remain as they were now for the remainder of the contract year, that is, until September 1, 1948, and that he would tell the boys that now is no time to get out of line or do anything of that kind, and so the way it stands at this time with the mailers, there is no contract, we have no conditions of employment, either theirs or ours, we have just absolutely nothing.

Mr. Van Arkel: Except a lot of mailers.

The Witness: Except mailers.

Q. (By Mr. Sinsheimer) Do you know under what conditions the mailers are presently working?

A. At the present time I believe they are working under the statement of George Harrington, secretary of the union, who told us that as long as there were any dark alleys in Sioux City he wasn't worried about the closed shop part of the contracts.

* * *

[1816] * * * Trial Examiner Leff: May I interrupt you with this point? I just want to follow through on this line I questioned the witness about before. Prior to August

22, 1947, the compositors, the foreman of the composing room, was traditionally a union member, was he not?

The Witness: Not only traditionally, Mr. Examiner, but by law he was a union member, too.

Trial Examiner Leff: Yes. Now, was that also true of the foreman who had supervision over the mailers?

The Witness: Yes.

Trial Examiner Leff: There is a separate foreman of the mailing room, is that correct, or is it the same foreman?

The Witness: No, they are separate foremen between the mailers and the printers, yes.

Trial Examiner Leff: And you say the mailers' foreman was required under the ITU laws to be a member of the union?

The Witness: Yes.

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[1819] • • • Q. (By Mr. Reilly) Mr. Kelly, during the course of the meetings with the union scale committee which you described, was there ever any discussion about the closed shop?

A. Yes, there was quite a bit of discussion about it. The union was pretty much in agreement that the closed shop phrase or phraseology could not be included in the contract at all, but they still wanted to keep all the conditions of a closed shop.

Q. What did they say that led you to think that they wanted to keep all the conditions of the closed shop?

A. Well, they mentioned the fact that if we were to hire a non-union printer that we probably wouldn't have but one or two printers there the following day.

Q. Did they explain why there would only be one or two printers left?

[1820] A. Yes, they mentioned that union printers wouldn't work with non-union printers.

• • •

Q. You mentioned that one of the union spokesmen when asked to sign Board's Exhibit 24-D—do you recall what Board's Exhibit 24-D is? Let me hand it to you.

A. Yes.

Q. You quoted one of the union spokesmen as saying that he couldn't sign that without sticking his neck out. Do you recall what union spokesman that was?

A. McCarthy, he made that statement.

Q. Yes. Now, did he say that he wouldn't sign it because that was his idea or did he indicate that he wouldn't sign it because somebody else gave him that idea?

[1821] A. Well, they mentioned that the local couldn't sign the contract without getting into trouble with the International.

Q. In other words, he stated that the International had given him some direction or instruction to that effect?

A. Either instructions or indications or something that they shouldn't and couldn't sign the local contract.

Q. Did any of the local union spokesmen ever discuss the legality of such instructions or directions being given by the International?

A. Yes, at one time or another I think they all made this statement. I remember specifically Mr. Morrison making a statement that Form P6-A was legal and within the framework of the law.

Q. Did you discuss at all whether not signing anything was legal and within the framework of the law?

A. They said that there was nothing in the law that forced them to sign any kind of agreement or contract.

Q. And did you or any of your colleagues on the employees' scale committee make any comment on that contention?

A. Yes. Our understanding of the reading of the Taft-Hartley law was that any agreement reached on insistance by either side could be reduced to writing.

Q. And did you specifically ask the union, then, to reduce any agreement that was reached to writing?

A. I feel positive in my own mind that at every meeting we [1822] had with the local scale committee that we asked for a signed contract, signed agreement.

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Cross Examination.

Q. (By Mr. Van Arkel) Mr. Kelly, I would like to ask you a few more questions about these notes which appear at the head of Board's Exhibit 24-E which read as follows: "Presented by Printers 30 December 1947. Was accepted, after deleting parts scratched, December 30, 1947, but repudiated by union at meeting 2 January, 1948." Now, I understood you to say that the first part of that was written on there immediately after the meeting of December 30th?

A. Yes, written on there after that meeting.

Q. Were you present when it was written on there?

A. Yes, I am quite sure I was. We always met afterwards and discussed what happened at the meetings.

Q. And your testimony was that Mr. Perkins had written that on there?

A. Mr. Towns.

Q. Mr. Towns? I see. Do I take it from that, then, that after the meeting of December 30, 1947, you thought you had [1823] reached an entire agreement with the union?

A. In everything except wages, yes, sir.

• • •

[1824] • • • Q. Well, do you mean, then, that there was agreement on every other clause at that meeting except for the wage clause?

A. Except for the wage clause.

Q. And—

A. Except those two, you understand, that were scratched.

Q. That the union had agreed to delete?

A. Yes.

Q. Were the holiday provisions satisfactory?

A. Could I see that again, please? I believe they were, but I can't answer that without—yes, the clause was satisfactory.

[1825] Q. How about the vacation clause?

A. I believe it is just the regular two week vacation, isn't it? Yes.

Q. I will show it to you.

A. Yes, the vacation clause was acceptable.

Q. And there were no other clauses that you desired to have in an agreement other than those which appear in this form?

A. Well, we didn't fully approve of that 60 day cancellation clause in the last paragraph of that proposal, but we decided that that was the best we could do and decided to go along with that.

Q. Well, were there other clauses that you had desired to have in an agreement which do not appear on this Board's Exhibit 24-E?

A. Probably a lot of clauses that I would like to have in the contract that we couldn't get.

Q. In any event, it is perfectly clear, however, that there was no acceptance of this memorandum by both parties at the meeting of December 30th?

A. Only in a tentative acceptance.

Q. Well, let me ask you this. What had been the company's maximum offer on wages prior to this meeting of December 30th?

A. There had been no offer of wages prior to this meeting.

Q. You hadn't discussed wages at all prior to that time?

A. We hadn't discussed wages.

[1826] Q. What was the first wage offer that you made after this agreement or after this purported memorandum?

A. After it was handed us, you mean, or after—on that day, after it was given to us, we offered $70 a week, I believe was the figure offered.

• • •

Q. Oh, on the day that this memorandum was presented by the union you offered $70 a week?

A. Yes.

Q. And the union in this agreement was asking $84, were they not?

A. Yes, that is correct.

Q. So that there was a $14 spread between your offer and the union's offer at the time of this meeting on December 30th?

A. That is correct.

Q. So that, let me return to my question; you did not construe this as an agreement reached between you and the union?

A. We construed it as a tentative agreement reached on [1827] every clause except the wage clause.

Q. Well, but you did not feel at the time you put this note on here that an agreement had been reached, did you?

A. Well, we knew that that wasn't the final meeting we were going to have with the printers, no.

Q. Yes.

A. We knew that that wasn't the complete form that the new contract would take.

Q. Yes, so in any event, it is quite clear, isn't it, that the union did not repudiate an agreement which had been reached between you?

• • •

The Witness: We have always felt that there is never any contract agreed to until all the contract is agreed to. Yes, the union was perfectly within its right to withdraw that contract.

• • •

[1829] • • • Q. Yes, and your position throughout has been that you insisted on a one year contract, had it not?

A. Yes.

Q. And the union's insistence had been on a 60 day cancellation clause?

A. Either 60 day or no cancellation clause, no termination date of any kind.

Q. And would it be correct to say that that was the chief stumbling block that prevented your reaching an agreement?

A. That was probably the main contention that kept us apart in the early meetings, yes.

Q. Can you think of any other issue on which you were very [1830] much apart?

A. Wages.

Q. But that you finally arrived at satisfactorily?

A. Yes.

Q. And anything else?

A. Well, it depends. When form P6-A was under discussion there were quite a few things in there, and on some of those short forms of working conditions.

Q. Well, can you remember any?

A. Well, there were several things in Form P6-A which we felt were illegal.

Q. But the union later offered to withdraw some of them, did it not?

A. They didn't offer to vary or alter P6-A in any respect.

Q. Well, you have already testified that they agreed to withdraw section 13 of the proposal which they made on December 30?

A. Yes, but that wasn't form P6-A.

Q. Well, I understand. That is taken from Form P6-A, however, is it not?

A. It might be, I don't know.

Q. Did you ever compare them to see?

A. It compared to us, in our minds, more closely to the working conditions of employment.

Q. Can you think of any other matter between you on which [1831] the union and yourselves were completely opposed? I mean other than this question of the duration of the agreement?

A. Well, when you can't arrive at the basis for a contract and the extension of the contract, you can hardly arrive at any of the clauses that go into a contract of that kind. I mean, we hadn't really discussed much contract at all until this proposal was offered to us on December 30th.

Q. Prior to that time, you had received, had you not, the conditions of employment?

A. Conditions of employment, yes.

Q. When did you receive that first, do you recall?

A. At the second meeting, I believe it was.

Q. That was the meeting of November 12th?

A. November 12th.

Q. That was the meeting at which you presented this three point proposal which is in evidence as Board's Exhibit 24-A?

A. The three-point proposal, yes. I am sure that is the same one.

Q. So that it was at the same meeting at which the union presented conditions of employment and you presented your three point proposal?

A. Yes, sir.

Q. Were those conditions of employment fully filled out when you received them? I mean by that, were wages and hours inserted?

[1832] A. The first conditions of employment that were handed to us were left vacant for the wages.

Q. You were just given a form to look over?

A. I believe so.

Q. Prior to that time, then, you had received Form P6-A filled out, had you not?

A. Oh, at the opening meeting Mr. Morrison handed us a form P6-A.

Q. Yes.

A. Which was filled out, I believe. I am not just positive.

Q. Had you previously seen a contract Form P6-A?

A. I had seen a copy of it in one of the publishers' bulletins and read it over.

Q. And was your attorney present at that meeting?

A. No.

Q. Of November 5th?

A. No.

Q. I believe your testimony was that you took a quick glance at it and said it was illegal, is that correct?

A. I said in our opinion it was illegal.

Q. What clauses were you referring to?

A. Could I have a form of that? I don't recall the section numbers.

Q. Here is a copy.

A. Well, we felt that this first clause, A, because of the [1833] latter's jurisdiction gave them the exclusive bargaining rights for all of the employees in the composing room"—

Q. I take it you felt that was illegal, Mr. Kelly, for them to assert that they had exclusive bargaining rights in the composing room?

A. That they had exclusive jurisdiction over all the employees in that room, yes. You see, we also have a state law in Iowa, this anti-union shop as well as anti-closed shop.

Q. Were there other provisions that at the time you felt were illegal?

A. Yes. We felt in section [illegible] that "any refusal by its workers to work with non-union employees shall not constitute a breach of this agreement"—that takes it out of our hands. For example, if one of the members should resign from the union, what could we do about it?

Q. Anything else?

A. We questioned without saying whether it was legal or illegal section F, "no member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union". We questioned that, whether it was or was not.

Q. Yes.

A. I don't pretend to know whether the Taft-Hartley law [1834] means that—

Q. In any event, after you had a look at it you informed the union that it was in your judgment an illegal agreement?

A. That is correct.

Q. And what did you do then, just hand them the agreement back and say you weren't interested in it?

A. Words to that effect.

Q. Did you at any time discuss that matter with your attorney?

A. Form P6-A?

Q. Yes.

A. Yes.

Q. When was that?

A. After this meeting we took this Form P6-A down to Mr. Jess Marshall and got his opinion on it, as to what he thought about the legality or illegality.

Q. I see, but you had already rejected it, however, had you not, before that?

A. Yes, I believe we had rejected it because of other phraseology in there aside from its illegality. We rejected it to begin with on that 60 day cancellation clause in the opening sentence.

Q. That was the real ground for rejecting it, wasn't it, Mr. Kelly?

A. I wouldn't say the real grounds. It was one of the [1835] grounds.

Q. Did you make any effort to discuss with the union the legality of those specific proposals at any meeting thereafter?

A. Yes, we discussed what the union seemed—what was legal and what was illegal in the union's position or our position.

• • •

Q. Well, I will ask the question again, if I may, Mr. Kelly. Did you make any effort to rephrase that so that its language would in your opinion be legal?

A. No.

Q. I believe you testified that the union throughout this period was asking that you discuss wages?

A. Yes, they kept asking for a wage discussion and wage increase.

Q. And did that cover other matters such as hours, vacations and that sort of thing?

A. None of the union proposals suggested changing the vacation period and the hours and pay scale together. Sometimes we spoke of a shorter work week, sometimes not.

Q. But throughout this entire period and up until the begin- [1836] ning of January it is your opinion that you would not discuss wages, hours and the like?

A. That is right, until we were assured of some definite period of relationship.

Q. Did the union at any time refuse to meet with you?

A. No.

Q. Many of these meetings they requested, did they not?

A. Yes, I believe they were all set at the time of the other meeting adjourning, except that one of December 30. All the other meetings were set together, that is, we were sitting around the table and we agreed to meet next week Wednesday or Thursday.

Q. And you never found any reluctance on the part of the union to have further meetings did you?

A. Never.

Q. Were there any cases in which the union refused to discuss with you or to negotiate on any matter which you wanted to bring up?

A. They were very careful not to do that.

Q. Well, in any event the answer would be no?

A. The answer would be no.

Q. Turning to Exhibit 24-D, Mr. Kelly, which is the copy of an offer submitted by you to the union on December 9, 1947, is it your testimony that the union at the meeting of December 9th rejected that?

[1837] A. We submitted two offers in there. Could I see it? No, this is the one, I believe, where they said they were going to send this to the International to see if it could be approved or accepted or signed by the local.

Q. I see. So that at the meeting of December 9th the local union did not reject this proposal?

A. No.

Q. They said that they would check the matter with the International Union, did they?

A. Yes, they would send it in to the International for approval or rejection.

Q. And Mr. Morrison agreed to send the same to the International for approval at that meeting of December 9th?

A. He said he would send it in to the International, yes.

Q. This proposal, of course, was the proposal for an agreement of one year from January, 1948, to December 31, 1948, was it not?

A. That is right.

• • •

[1838[* * * Q. Well, did you at the next meeting or did you at any time inquire of the union what the reaction of the International Union had been?

A. No, when they offered their form of contract it wasn't drastically different from this particular form, and we thought we could get together, then.

Q. Did you understand, then, that Board's Exhibit 24-E was the union's counterproposal to your offer of December 9, Board's Exhibit 24-D?

A. Well, I believe that is correct, yes.

Q. 24-E is the —

A. We took theirs as a counterproposal to our offer.

Q. I see. Did you understand that 24-D — that is, the matter which the union presented on December 30th—had the [1839] approval of the International Union?

A. We figured that it had, yes.

Q. Did you make any inquiry whether or not in the meantime the union representatives had checked with the International as they said they would at the meeting of December 9th?

A. I don't remember if it was discussed.

Q. In any event, I take it that with respect to this counterproposal which was presented by the union on December 30, you then rejected that because the wage rates were too high, is that correct?

A. Yes, that was the only thing that kept us apart on that date. After, you understand, on that one, after those two clauses had been agreed on. They were agreed to be scratched.

Q. Yes, I understand. The union agreed to strike those clauses from the agreement?

A. The union agreed to strike those two clauses.

Q. And then you found you were unable—well, at that meeting you were still refusing to discuss wages, were you not?

A. After the union agreed to strike those two proposals we recessed and then gave the union a $6 a week wage offer.

Q. Making a total of $70?

A. Making a total of $70.

Q. So that then, for the first time, you discussed wages?

A. Yes.

Q. And you found yourselves apart, the difference between [1840] $70 and $84?

A. That kept us apart for that day, yes.

Q. At the meeting of January 7th was the union willing to strike off the first paragraphs of conditions of employment?

A. At one of those meetings the union agreed to strike that top part of the conditions of employment and just put in the actual working conditions, that is, wages, hours.

Q. The union agreed to eliminate that first clause, did they?

A. Yes.

[1841] Q. Did they in the course of any of these discussions make it clear that they were anxious to comply with the law?

A. They always said that they wanted to stay within what they thought the law said, yes.

Q. You had no reason to doubt them, did you?

A. We doubted their good faith. We didn't think that the various proposals were within the law.

Q. Well, did you doubt their sincerity in stating that they wished to live within the law?

A. No, I am sure they meant to stay within the law. The local men did.

Q. Was the same true in the negotiations which you had with the Mailers Union representatives?

A. Yes, they are all anxious to stay within the law, as they see it.

Q. Just one further question, I think, Mr. Kelly. From your observation—let me put it this way—the meeting of [1842] December 9th ended with the union's statement that they were going to submit your proposal to the International Union, did it not?

A. That is right.

Q. And from that did you take it that when they presented the agreement of December 30th that that had been previously checked with the International Union?

A. That was our understanding, and we wondered at the time why the International had changed its mind and decided to ask for a contract.

Q. But it was your thought or from such information as you had you felt that in the interim between December 9th and December 30th the local union had checked with the International and gotten their approval for the agreement which was presented on the 30th of December, is that correct?

A. Yes, we thought that had been accepted by the International.

Mr. Van Arkel: I think that is all.

Trial Examiner Leff: Did you have a bogus clause in your previous contract?

The Witness: A reproduction clause?

Trial Examiner Leff: A reproduction clause.

The Witness: Yes, sir.

Trial Examiner Leff: Was there anything said during these negotiations about a reproduction clause?

[1843] The Witness: I don't remember it.

* * *

Trial Examiner Leff: Did you, during the negotiations, at any time voice any objection about having your foremen remain members of the union?

The Witness: No, I don't believe we did. I don't recall ever doing that, any of us.

* * *

[1846] * * * MEARLE M. MORRISON, a witness called by and on behalf of the respondent, having been first duly sworn, was examined and testified as follows:

Trial Examiner Leff: Give us your full name.

The Witness: Mearle M. Morrison.

Trial Examiner Leff: Where do you live, Mr. Morrison?

The Witness: Sioux City, Iowa. Sergeant Bluff, Iowa, actually, is my place of residence.

Direct Examination by Mr. Van Arkel.

* * *

[1847] * * * Q. (By Mr. Van Arkel) What is your present position, Mr. Morrison?

A. I am president of the Sioux City Typograhpical Union, No. 180.

Q. How long have you held that position?

A. Seven years.

Q. For how long have you been a member of the Typographical Union?

A. 12 years.

Q. By whom are you employed?

A. Sioux City Journal-Tribune Publishing Company.

Q. And for how long have you been employed there?

A. 23 years. Well, it hasn't been the same number, but I have worked on the Sioux City Journal for 23 years.

Q. There is some testimony here about a meeting which you had on November 12, 1947, or on November 5th. Will you tell us, briefly, what the discussion was at that meeting, Mr. Morrison?

A. Well, the employers had asked us to bring forth some sort of a contract that would be acceptable to them. During the course of the meeting I think we worked out a proposal that was partially acceptable to the union and acceptable to the employers.

Trial Examiner Leff: Please keep your voice up. I can [1848] scarcely hear you.

The Witness: The union agreed at that time that this proposal would be submitted to the International Union for an opinion.

Q. (By Mr. Van Arkel) Well, was this at the meeting of November 5, now, we are speaking of the first meeting?

A. On November 5, excuse me. I thought you were talking about December 5th.

Q. Yes.

A. No, November 5th we just opened the negotiations, asked the employer if we were going to try to settle a wage scale or if we were going to try to cause each other any trouble, and we agreed that neither side would take any minutes of the meeting and neither side would need the services of the counsel because we didn't propose to have any trouble, we proposed to settle the wages the way we always had, and consequently, the union didn't take any minutes of the meetings.

Q. And at that meeting was any request made by the union to discuss wages?

A. Yes, at all meetings the union asked for a discussion of wages.

Q. And what was the employer's answer to that request?

A. That he wasn't inclined to discuss wages until some contract form had been agreed to.

Q. Now, then, there were various other meetings testified [1849] to here. Did you have a meeting on November 12?

A. Yes.

Q. Do you recall what occurred at that meeting?

A. I think primarily the union introduced Form P6-A of the contract form that would be acceptable to the union. I think there was also some discussion of the conditions of employment.

Q. What did the employers' representatives say when you presented form P6-A?

A. They said in their opinion it was illegal, that they couldn't sign it, they wouldn't sign it with us because it was illegal.

Q. They stated that at this meeting?

A. Yes, sir.

Q. Had you previously presented form P6-A to them?

A. No, I believe the second meeting, November 12, was the time we submitted it. The form was submitted. I think that it had been discussed some at the first meeting, but not formally submitted by the union.

Q. There was some testimony by Mr. Kelly that at that meeting the union representatives stated that they were unwilling to arrive at any contract other than a contract in the form of P6-A. Was any such statement made at that meeting?

A. I don't believe so. I think that the sense of the meeting was that both sides were groping for some grounds on which [1850] we could get together contractually. We were both trying to figure out something.

Q. Did you at that meeting make any request for a counterproposal to the Form P6-A?

A. I believe we did. I believe we asked for something.

Q. Was such a counterproposal presented?

A. Yes, I believe the employers submitted a counterproposal.

Q. Was that counterproposal the proposal that was made at the meeting of December 9th which is in evidence as Board's Exhibit 24-D?

A. I believe it was, yes. It was about December 9th that the employers issued a counterproposal.

Q. Did you then have a further meeting on November 12th?

A. December 9th and December 12th.

Q. No, November 12th?

A. November 12th. We met on November 12th, yes. That was the meeting at which the union formally brought forth P6-A.

Q. It was November 12th?

A. Yes.

Q. That was your second meeting. Excuse me. Was there any statement made at that meeting of November 12th that the scale committee did not represent the union, that they were just there to report back to the union members as spectators?

A. I don't think the scale committee ever considered themselves as spectators. I think they considered themselves as [1851] trying to make a scale adjustment for the union, between the union and the employer.

Q. Was anything said with respect to the authority of the scale committee at that meeting of November 12th?

A. I don't believe—

Q. Or at any meeting?

A. The scale committee, I think, always presumed and I think the employer also presumed, that the scale committee was authorized to make some adjustment of the wages between the union and the employer.

Q. Were there further requests to discuss wages at that meeting of November 12th?

A. Yes.

Q. And what was the company's answer to that?

A. That no wage adjustment would be made until a contract had been agreed to.

Q. There has been some testimony about a further meeting on December 2nd. Was there a meeting held on December 2nd?

A. I believe there was a meeting held on December 2nd.

Q. Was there any statement made at that meeting that the union was not allowed to sign a contract for a year's duration and that they would be sticking their necks way out if they did?

A. To my knowledge, the statement of sticking the neck out was made during the negotiations but I don't believe it was [1852] made in that connection.

Q. Do you recall in what connection the statement was made?

A. I don't exactly recall in what connection it was made. I am sure that I didn't make the statement, but I don't believe it was made in that connection.

Q. Was the statement made that the union was not allowed to sign a contract for a year's duration, do you recall?

A. I am sure that the union at no time made such a statement, that they weren't allowed to sign a contract.

Q. Had it been your position during these negotiations that you were reluctant to enter into an agreement for a year?

A. Yes, I believe the union was reluctant to enter into an agreement for a year.

Q. Now, there has been introduced in evidence, here, Mr. Morrison, a proposal which was submitted by the company to the union on December 9th which has been marked as Board's Exhibit 24-D. Did you receive such a proposal?

A. I believe we received a proposal on December 9. Yes, that was submitted as a proposal.

Q. That was an agreement providing for one year's duration., was it not?

A. Yes.

Q. Did you advise the employers that you would consult the International Typographical Union with respect to that agreement?

[1853] A. Yes, we did.

Q. Did you advise them what you thought the probable reaction of the International Union to that would be?

A. I told them—I am sure that I told them the International Union would probably advise us not to accept it because it is of too long a duration.

Q. Now did you, after that meeting of December 9, get in touch with the International Union?

A. Yes, I did.

Q. And how did you do that?

A. By letter to vice-president Taylor.

Q. And what did that letter state?

A. I told him that in my opinion this memorandum probably wouldn't meet the approval of the International Union, but that I was submitting it for any recommendations they might make on it.

Q. Did you receive a reply to that letter?

A. Yes, I did.

Q. And what did Mr. Taylor say in his reply?

A. Mr. Taylor said that in his opinion this proposition wasn't too bad but he did advise the union to change the section 13 which provides for one year and change that to a 60 day opening clause.

Q. Were there any other clauses on which he commented?

A. Yes, he also commented on section 12. He wanted to change [1854] one sentence in section 12.

Q. With what does that section deal?

A. "Should the joint committee be unable to agree, then it shall refer the matter to a board of arbitration. Representatives of each party shall select two arbitrators and the four agree upon a fifth."

Q. What suggestion did Mr. Taylor make with respect to that clause in the agreement?

A. He asked that it be changed to conform with the comparative section in Form P6-A.

Q. Other than that, did he make any comments with respect to that form of agreement?

A. He said that with those two changes he thought they could be underwritten by the I. T. U. as a contract.

Q. Now, after you received that letter from Mr. Taylor, did you present this suggestions to the local union?

A. Yes, I did.

Q. And was that at a formal meeting of the local?

A. Yes.

Q. What action was taken with respect to that?

A. Well, the local union thought that if we were going to sign that sort of agreement, why, we should establish the wage scale and present it to the employer and offer to sign it.

Q. Did you then prepare the proposal which is in evidence as Board's Exhibit 24-E?

[1855] A. Yes, we did.

Q. And was that presented on December 30?

A. Yes.

Q. Did this agreement as presented on December 30 incorporate the suggestions which Mr. Taylor had made in the meantime?

A. Yes, it did.

Q. Did you understand at the time that you presented the proposal of December 30 that if it was signed by the

employer, that it would have the approval of the International Union?

A. Yes, I felt it would have the approval of the International Union?

Q. What happened with respect to that matter at the meeting of December 30th?

A. The employer refused to meet the wages that the union had instructed the scale committee to contend for, and consequently, our agreement never was reached on the matter.

Q. Did the local union take some action subsequent to that meeting of December 30th?

A. Yes, the local union instructed the scale committee to establish an $84 scale, $84 a week scale, at a formal meeting.

Q. Well, that had taken place before the meeting of December 30, I assume?

A. Yes.

Q. After the meeting of December 30, did you report back to the members of the local?

[1856] A. Yes, at the meeting of December 30 the employers offered us $70, I believe, $69 or $70, and that scale was rejected by the union and at that time the local union instructed its scale committee to withdraw the proposal for a 60 day opening clause.

Q. When was that meeting of the local union held?

A. It was held, I believe, the very next day after December 2. I believe it was held December 3.

Q. I am sorry, I am now speaking of the agreement which was presented by you on December 30th.

A. December 30? Well, I believe the meeting of the union was held between December 30—Yes, it was held before the meeting with the employers on January 2nd.

Q. I see, and you had a full meeting of the local union, then?

A. Yes.

Q. And what action did the local union take at that meeting?

A. Instructed the scale committee to withdraw that proposal, the $84 a week, because the employer wouldn't pay the $84 a week, instructed the union to withdraw the proposal.

Trial Examiner Leff: Just a moment. Board's Exhibit 24-E—was that ever submitted to the International, that is, this document?

The witness: Yes, that was submitted to the International. In this particular form, it was never submitted to the International, [1857] but the changes in this and the one that was submitted to the International was the one that was suggested by the International Union. Virtually this same proposal was sent to the International Union in the form of that memorandum and they suggested the changes.

Trial Examiner Leff: Was that suggestion made in writing or verbally?

The Witness: It was made in writing.

Trial Examiner Leff: By letter?

The Witness: Yes.

* * *

Mr. Van Arkel: Unhappily, the witness didn't bring his correspondence with him, but I can ask him to send it in and we can put it in the record later. I believe the testimony on this matter is clear, that at the meeting of December 9 the local union stated it would take the matter up with the International Union, that they sent it in, that certain suggestions were made and incorporated in Board's Exhibit 24-E, which was then submitted on December 30.

Q. (By Mr. Van Arkel) You testified that at this meeting on [1858] January 2nd of the local union, the scale committee was instructed to withdraw the offer of Board's Exhibit 24-E.

A. I believe I am a little bit confused on my date, sir. I don't believe the local union met between December 30th and January 2nd. I believe I was mistaken there. The local union didn't meet on January 2nd.

Q. I see. Well, did you have a further meeting, then, on January 2nd?

A. No, we had a meeting with the employers, but the union hadn't had a meeting between December 30, the union scale committee had a meeting and decided to withdraw that proposal.

Q. So that the scale committee determine to withdraw this proposal because of the employer's refusal to pay the scale which was asked?

A. Yes.

Q. Between December 30 and January 2 was there any communication between you or any other representative of the local union and anyone at the International Typographical Union?

A. There was no correspondence between me and any one of the international union, but there was a scale committee meeting of the union, no correspondence but just a conference.

Q. A conference with the local scale committee?

A. Yes.

Q. But did you communicate with the International Union between December 30th and January 2nd?

[1859] A. No.

Q. And the decision to withdraw the offer was a decision made purely by the local scale committee?

A. Yes.

Q. At the meeting of January 2nd, did you or any representative of the local union state that you had talked to the International Typographical Union and had been advised to withdraw the contract that had been offered on December 30th?

A. No.

Q. So far as you were aware, during the meeting on January 2, did the proposal of December 30th continue to have the approval of the International Union?

A. I believe it did.

Q. At any meeting that the local union had with the publisher, Mr. Morrison, was any statement made that the local union was unwilling to sign a contract?

A. No, I think at nearly every meeting the local union offered to sign a contract.

Q. Have there been any difficulties, Mr. Morrison, between the management and the local union since agreement was reached on wages in January?

A. None whatsoever.

Q. Have matters gone along as they always did prior to that time?

A. Yes.

[1860] Q. Have there been any more or less difficulties in operating that way than there were in prior years when you had collective bargaining agreements?

A. I don't believe there has been any difference.

Q. Were you present at a meeting when Mr. Burns reported on his negotiations with respect to the Mailers?

A. Yes, I was.

Q. When was that meeting held, do you recall?

A. I believe—I don't recall exactly but I believe it was in November, 1947.

Q. And will you tell us what occurred at that meeting?

A. Mr. Burns reported that he had established conditions of employment with the office and Sioux City Journal-Tribune and one member asked him if a contract had been signed and he said, "No, I am sorry that we didn't sign the contract, we couldn't sign a contract." However, he said, "If they had seen their way clear to pay the wages that we asked we would have signed the contract." They were asking $75 a week and the employer wouldn't pay it. Consequently, they didn't sign a contract.

Q. What was the scale that the management agreed to?

A. I believe it was $59.65.

Q. Was any statement made during the course of these negotiations, Mr. Morrison, that the local union could not sign an agreement without getting into trouble with the International [1861] Typographical Union?

A. We never anticipated any trouble with the International Typographical Union. I am certain that statement was never made.

Q. At the meeting of December 30, turning to that for a moment, Mr. Morrison, did you inform the publishers that you had, subsequent to the meeting of December 9, been in touch with the International Typographical Union?

A. Yes, I told them that I had written to vice-president Taylor and that he had recommended two changes in the proposal they had submitted, and that with those two changes he felt that the union and the employers could sign the agreement.

Q. Was that statement withdrawn at any time?

A. No.

* * *

Cross Examination

Q. (By Mr. Sinsheimer) Mr. Morrison, was the scale committee at all times acting as the bargaining agent?

A. Well, I think that we went over that at the first meeting we had with the employer. We asked them if we were just going to settle our wages like we always settled it in Sioux City without giving each other any trouble or if we were going to have to do anything differently, the men, I mean, that we were going to have the advice of a lawyer and take minutes, and we negotiated the wages the same way we always have. As a [1862] matter of fact, the same people negotiate them now as negotiated them previously.

Q. Well, did you consider that you were acting as collective bargaining agent for the union?

A. Well, in a sense, yes.

Q. In what sense yes? In what sense?

A. Well, somebody had to bring the union and the employer together on wages, and there had to be a committee of union printers to meet with the committee of the employers.

Q. Well, did you consider that you were acting in any different sense from the way you had been acting in prior years when you met with the employer?

A. No, I don't believe we did.

Q. Did you indicate that you were in a position to represent the union and to make an agreement which would bind the union?

A. Yes, I think the impression was that we were qualified to make an agreement which would bind the union?

A. Yes, I think the impression was that we were qualified to make an agreement for the union, of course with the approval of the union, which all of our agreements must have.

• • •

[1863] • • • Q. With respect to the proposal of December 30, that is, Board's Exhibit 24-E, I believe you testified that so far as you know you had no communications with the International Typographical Union in Indianapolis between December 30th and January 2nd?

A. I am very certain we didn't have.

Q. All right. Did any member of the scale committee?

A. No.

Q. Did anyone have on December 30th?

A. On December 30th? Yes, we had received a communication [1864] previous to December 30 from the International Union.

Q. Did you have any communication on December 30 with the International Typographical Union?

A. No.

Q. Or on January 2?

A. No.

Q. I believe you testified that between December 30 and January 2, so far as you knew, the proposal, Board's Exhibit 24-E, still had the approval of the International Union?

A. I presume that it did have, yes. It had it on December 30th.

Q. Now, as a matter of fact, on December 30 you agreed to remove two clauses from that proposal, isn't that right?

A. Yes.

Q. that is, referring to Board's Exhibit 24-E, you agreed to strike out sections 12 and 13, isn't that right?

A. Yes.

Q. Now, so that there was a definite change in the proposal which you say the International had to approve, isn't that right?

A. Yes.

Q. Then how would you know whether the proposal, the proposed scale, had International approval after December 30th?

A. I didn't have any reason to believe that the removal of something from it would change its approval.

Q. Now, don't you know, as a matter of fact, that the International [1865] Typographical Union had been insisting that the laws of the International Typographical Union be made a part of every contract since 1944?

A. Yes.

Q. So that when you took out that particular clause you were acting contrary to instructions, directions which the International Union had previously given in 1944, is that right?

A. I knew that our previous contracts contained that clause, but I wasn't necessarily aware that it was mandatory that it be in it. I have seen contracts that didn't have it in it that did have approval.

Q. How long ago have you seen such contracts?

A. In the last several years.

Q. That was before 1944?

A. No, since 1944.

Q. Can you name one?

A. Yes.

Q. Where?

A. Sioux City Typographical Union and Sioux City Commercial Employers.

Q. In what year?

A. In 1946.

Q. Without the reference to the laws of the International?

A. Yes.

[1866] Mr. Van Allen: Was it approved?

The Witness: Yes. I can submit that, too, in evidence.

• • •

Q. But in general, so far as you know, since 1944, local unions were expected to include in their contracts a provision that the general laws of the International Union were part of the contract?

A. Yes.

Q. And you had undertaken to omit that clause from section 12?

A. Yes.

[1867] Q. And yet you still say that you expected that the International approval would apply to this agreement, is that right?

A. I expected that it would, yes.

• • •

Q. (By Mr. Reilly) Mr. Morrison, how long have you been president of Sioux City Typographical Union No. 180?

A. Seven years.

Q. Seven years?

A. Yes.

Q. And were you active in union affairs at all prior to that time?

A. Well, yes, just as a printer is in a small town, a small union.

Q. Yes, but I meant, had you held office in the union, had you been a delegate to a convention or something like that?

A. I was recording secretary of the union.

Q. You were recording secretary prior to being elected president?

A. Yes.

Q. Did you go to the International Typographical Union convention in Cleveland last fall, sir?

A. No, I did not.

Q. Did you subsequently go to the A. F. L. convention in [1868] San Francisco?

A. No, I did not.

Q. Did you follow the convention proceedings in Cleveland in the Journal?

A. Well, I would say no.

Q. Were you aware through postcard bulletins or other material sent out by the union of the convention policy that was adopted in Cleveland?

A. Yes.

Q. Of the bargaining policy, I mean, that was adopted in Cleveland?

A. Yes, I was more or less aware of it.

Q. And you knew, then, did you not, prior to your negotiations, that the International Typographical Union had adopted a resolution under which no local union could sign a contract without the approval of the executive council?

A. I wasn't aware of that fact, no. I was under the impression that the local union was free to sign a contract. I understood they did it, at Akron, Ohio, for instance.

Q. Now, in your testimony, Mr. Van Arkel, I believe, asked you if you had ever told the employer's scale committee in these negotiations that the local union was not permitted to sign a contract for a year. Your answer, I believe, was no, that you never stated that. You said the local union itself was unwilling to sign a contract for a year.

[1869] Yes.

Q. That is a fair summary of your testimony?

A. I believe so, yes.

Q. In prior years, however, the local union had always been willing to sign a contract for a year, had it not?

A. Yes, it had.

Q. And why were you unwilling to do so this year, then?

A. Well, we just didn't feel that we would be able to maintain our union security under a one year contract at this time. We felt, too, that would possibly lead to the disintegration of our union.

Q. Would you explain that a little more? Let me put it to you this way. You didn't feel that you could put any provision in a contract for a year that contained any provision for union security, is that your point?

A. Well, probably, yes.

Q. But how could you preserve—by "union security" you mean the closed shop, don't you?

A. All the provisions that makes a printer feel secure.

Q. By "union security" you mean a condition under which no one in the composing room worked there unless they are members of the union, isn't that it?

A. Well, not necessarily, no. A condition under which union printers are secure in their employment as union printers, that is just what I mean.

[1870] Q. Well, secure in their employment in what way?

A. Well, they don't lose jurisdiction over their work and that there aren't different scales throughout the shop. A good many things that could lead to disintegration of the union.

Q. You mean the right of the printers of the Typographical Union to represent the employees in the composing room as their bargaining representatives, don't you?

A. I mean the right of union printers to do printing, yes.

* * *

[1874] * * * *Redirect Examination*

Q. (By Mr. Van Arkel) Just this one question, Mr. Morrison. When you are speaking of union security to Mr. Reilly's questions, were you referring to the security of the union as an organization?

A. No, I feel it is the security of the members.

Q. The security of the members of the union?

A. Yes.

Q. But you weren't using union security in the technical sense of the Taft-Hartley Law as a union security shop, were you?

A. I really referred to the economic security of the individuals. That is what I have considered.

• • •

[1875] • • • *Recross Examination*

Q. (By Mr. Sinsheimer) January 2nd, when you had the meeting at which you withdrew Board's Exhibit 24-E, the proposal, did you give the company any reason for withdrawing that proposal?

A. The only reason was that they wouldn't meet the wage that the union requested.

Q. Is that what you told them?

A. Yes.

Q. Who told them that?

A. I did.

Q. What did they say?

A Well, I think at that point they questioned the legality of terminating the old agreement, to the best of my knowledge.

Q. Now, subsequently, though, you did make or reach an agreement in connection with wages(isnt that right?

A. No. Oh, yes, subsequently we did reach an agreement.

Q. And when you did, you gave them a form of conditions of employment?

A. Yes.

Q. You did not enter into that agreement?

A. No.

Q. Or any other agreement?

A. That is right.

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[1877] • • • WILLIAM J. HARRIGAN, a witness called by and on behalf of the National Labor Relations [1878] Board, being first duly sworn, was examined and testified as follows:

• • •

Trial Examiner Leff: What is your full name, Mr. Harrigan?

The Witness: William J. Harrigan.

Trial Examiner Leff: Where do you live?

The Witness: 7317 Woodmare Avenue, Sioux City.

Direct Examination.

Q. (By Mr. Sinsheimer) What is your position with the Hammond Times?

A. Business and personnel manager.

Q. And how long have you held that position?

A. Ten months.

Q. What did you do prior to holding that position?

A. I was a labor representative.

Q. For how long were you a labor representative?

[1879] A. The better part of 12 years.

Trial Examiner Leff: What did you say you were, a labor representative?

The Witness: Yes.

Trial Examiner Leff. Representing labor unions?

The Witness: That is right.

Q. (By Mr. Sinsheimer) The Hammond Times is a newspaper published in what area?

A. The northern part of Indiana.

Q. Now,—

Trial Examiner Leff: What association is it a member of?

The Witness: The Hammond Times?

Trial Examiner Leff: Yes.

The Witness: The Inland, ANPA, the Hoosier Press.

Trial Examiner Leff: I assume that the Sioux City Journal is also a member of the Inland Association, is that correct?

Mr. Sinsheimer: That is correct, of the Inland Press Association.

I will ask the reporter to mark as Board's Exhibit 26 for identification a paper headed "Hammond Times" which relates to the area of circulation and the business of the paper.

(Thereupon the document above referred to was marked Board's Exhibit No. 26 for identification.)

Q. (By Mr. Sinsheimer) You had that paper prepared, is that correct?

[1880] A. That is right.

* * *

Mr. Sinsheimer: I will offer Board's Exhibit 46.

Trial Examiner Leff: Does the fact that there are no comics explain why the circulation of the Journal Tribune is greater than that of the Hammond Times?

Mr. Sinsheimer: Well, they may be circulated in different areas. However, Mr. Van Arkel's point is well taken as is well known in certain newspaper areas about comics.

We are offering Board's Exhibit 26.

(The document heretofore marked Board's Exhibit No. 26 for identification was received in evidence.)

Trial Examiner Leff: I notice that they have reference in Board's Exhibit 26 to the quantity of materials that are used but it doesn't indicate whether they are received from out of the state or not. Is that an omission?

[1881] Mr. Sinsheimer: Well, the newsprint, all of it, is received from out of the state, according to the exhibit.

Trial Examiner Leff: I see.

Mr. Sinsheimer: The other items are not indicated.

Q. (By Mr. Sinsheimer) Can you state for the record the amount of those, if you know, Mr. Harrigan, of ink and mats?

A. The ink comes from outside the state, and your type comes from outside the state and your metal. No, it comes from Indiana, and the mats come from New York.

Q. So the mats come from outside the state?

A. And the ink does and the type.

Q. In other words, everything except the metal?

A. That is right, the metal.

Q. Has the Hammond Times ever had contractual relations with any local of the International Typographical Union?

A. Yes, it has contractual relations with the Mailers Union.

Q. How long has it had with that union?

A. I think about eight years.

Q. Has it ever had contractual relations with any typographical local union of the International Typographical Union?

A. No, it never has.

Q. Has there been any arrangement pursuant to which the Hammond Times operated with a local of the International [1882] Typographical Union?

A. Yes, there has.

Q. Can you state how that arrangement operated?

A. The Hammond Times composing room has been operated under a closed shop since 1906. The terms, although no agreement is there—we have always followed the agreement drawn up between the Chicago Newspaper Publishers Association and Local 16 of Chicago.

Q. Was that arrangement effected by letters or by what?

A. Mostly by letters.

Mr. Sinsheimer: I am asking the reporter to mark as Board's Exhibit 27-A, B, and C, letters dated August 11, 1943, September 26, 1944, and November 9, 1945, respectively.

(Thereupon, the documents above referred to were marked Board's Exhibits 27-A, 27-B and 27-C for identification.)

Q. (By Mr. Sinsheimer) Mr. Harrigan, are these copies of original letters sent to the Hammond Times by the Chicago Typographical Union No. 16 or on about the dates they bear?

A. Yes, they are.

Q. And is that the form in which arrangements were worked out with the Chicago Typographical Union No. 16?

A. That is right.

Q. That is, they advised you by letter each year in a manner similar to that set forth in Board's Exhibits 27-A, B and [1883] C, under what terms your composing room would operate during that year?

A. That is right.

Mr. Sinsheimer: I will offer Board's Exhibit 27-A, B and C, in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 27-A, B and C are received.

(The documents heretofore marked Board's Exhibits 27-A, 27-B, and 27-C for identification, were received in evidence.)

Q. (By Mr. Sinsheimer) I believe you stated the Hammond Times operated under a closed shop since 1906 until August 22, 1947, or subsequent to that time?

A. October, 1947.

Q. And that is, until October 21, 1947?

A. That is right.

Q. Is that the date on which the Chicago contract expired?

A. That is right.

Q. And your composing room was being operated during 1947 until October 21, then, in accordance with the terms of the contract between the Chicago Typographical Union No. 16 and the Chicago Newspaper Publishers' Association?

A. Yes, it was.

Q. That is the same contract that is in evidence as Board's Exhibit 9-F, I believe. Now, either before or after October 21, 1947, did any representative of Local 16 or anyone else [1884] approach the Hammond Times concerning conditions of work for members of Local 16 employed in the composing room?

A. Yes, I think it was on Tuesday, the 21st of October, that the superintendent of the composing room, a man by the name of Mr. Irwin Freese, who is a member of Local 16 of Chicago, came and gave me "conditions of employment", and asked me to read them.

Q. And did you read them?

A. Yes, I read them.

Q. Was there anyone else present at that time?

A. No. He just came and handed me these conditions of employment and I asked him why I was being given them and he told me that he had been given them by the Chapel Chairman of the Hammond Times Chapel, a man by the name of Joseph Schreiner, likewise a member of Local 16 of Chicago, who suggested to Mr. Freese the advisability of him bringing me a copy of these conditions of employment. That was all that was said.

Q. Was there any other contract made by either Mr. Freese or any other representative of Local 16 or anyone else after that?

A. Yes, on the Friday of that week.

Q. What date was that?

A. The 24th. Mr. Freese, the superintendent of the composing room, came and asked me to have a conference with the Chapel Chairman, Mr. Schreiner, and Mr. Rhodes who was a [1885] member of Local 16, and I agreed immediately with Mr. Freese and told him to bring them down whenever they wanted to. In a few minutes they did come down and I had a conference with them.

Q. What occurred at that conference?

A. Mr. Rhodes, if I remember right, introduced the subject matter of the conference by saying that they weren't there to collectively bargain, that they weren't there repre-

senting anyone, that they had no authority for being there. They just came there merely to suggest the advisability of the Hammond Times putting into the wage envelopes of our men in the composing room the following week a substantial increase.

It was a strange thing—

Mr. Van Arkel: I move that be stricken, Mr. Examiner.

Trial Examiner Leff: Granted. Don't characterize what was said, just tell us the words that were used as near as you can recall.

The Witness: I asked them to state an amount, what, in their idea, was a substantial wage increase, and they said—Mr. Rhodes said that he had no authority nor could he state what in their estimate was a substantial wage increase. I said, "Would $1 or $5 or $10 or $15 be a substantial increase in your estimation?" and they said that they couldn't put their finger on anything because they had no authority, they represented no one, they just merely were there to suggest a [1886] substantial wage increase being given to the men in the composing room of the Hammond Times.

Trial Examiner Leff: Wasn't there a wage scale provided for in the conditions of employment that was handed to you?

The Witness: Yes, there was. Yes.

Q. (By Mr. Sinsheimer). That is the same conditions of employment that are in evidence as Board's Exhibit 10-M.

Trial Examiner Leff: Now, the wage scale and those conditions of employment were greater than the wage scale you had been paying up to that time, were they not?

The Witness: Yes.

Trial Examiner Leff: Well, did you understand the difference to be the amount of the wage increase that the union wanted?

The Witness: Yes.

Q. (By Mr. Sinsheimer) That is the same conditions of employment that were presented in Chicago?

Trial Examiner Leff: In the Chicago case, yes. I am assuming that.

Q. (By Mr. Sinsheimer) As Board's Exhibit 10-M?

A. Yes. I asked that group if I gave them a substantial wage increase could I have any assurance from them that

it would be acceptable by the men in our composing room, and they said no, they couldn't give me that assurance because they had no authority for being there, and that they didn't [1887] represent those men. That meeting adjourned by my suggesting that I would take the matter under advisement and I would discuss the thing with the other officers of the company, and the meeting adjourned, then.

Q. Did you make any request to them as to whether you would have stability if you gave an increase?

A. No, I don't believe I did.

• • •

Q. What happened?

A. Well, the following week, following that Friday meeting, on the Tuesday following it was their payday, the normal weekly payday, and we went to press somewhat late that day, and likewise on the Wednesday following that, the 28th, we went to press perhaps four hours or more later than our normal press time.

• • •

[1889] • • • Mr. Van Arkel: If the Examiner please, I move that this testimony be stricken since no connection is shown to any of the respondents in this case.

Trial Examiner Leff: Are you going to connect it up?

Mr. Sinsheimer: As I have stated before, I believe we will connect it up in two respects, one, we will show that Mr. Pilch was also contacted here and that the situation continued, and we will also show in connection with the whole case that the respondents caused a course of conduct which they could reasonably expect would result in strikes and slowdowns, and they are, accordingly, responsible for any that occurred. In both respects, I think this is proper evidence. In other words, one is a theory of cause and connection, and the other is a theory of ratification by conduct.

Trial Examiner Leff: I am not quite clear on your theory of cause and connection. Are you going to show that officers of the union instructed the employees to strike?

Mr. Sinsheimer: No, I am going to show that they caused a course of illegal conduct which could reasonably be expected [1890] to result in strikes and slowdowns for which they are accountable. Now, there is a good deal of law on that particular proposition. It has been present prior

to the law of the Norris-LaGuardia Act, and it has been present in the common law with regard to causation. It is present under the Wagner Act in cases such as the Clover Fork Coal case, Dow Chemical case, J. G. Boswell case and any number of others.

Trial Examiner Leff: You mean inspiring conduct by statements and views?

Mr. Sinsheimer: Inspiring conduct by bringing about and causing an illegal course of conduct and by acts of incitation, and so forth.

Now, all of those are present here. We expect to develop that. It is a legal proposition which is presently being presented to the Board in considerable detail in the case.

Trial Examiner Leff: I am very much interested in that. I mean, for example, suppose an employer makes a speech urging the formation of a company union and the employees, inspired by that speech, immediately thereafter go about and form a company union? Would you say that under such circumstances the employer is responsible for the formation of the company union?

Mr. Sinsheimer: I don't think that you can separate the type, for example, that you are bringing up from everything that occurs. If you are just taking a single statement, "I [1891] think you will be better off if you have an independent union", that is one thing. I think you have to take each of these situations in a practical situation, that is, each of these matters in a practical situation, and deal with it as such.

Now, there are undoubtedly going to be a great many illustrations and a great many different situations arise under this statute as to when or whether either an employer or a labor organization is responsible for certain results arising out of his acts. I don't think that you can lay down, at least not at the present time, any definite and absolute rule that will apply to every situation. I think you are going to ultimately have a result which approximates what you can reasonably hold someone responsible for.

• • •

Trial Examiner Leff: Very well, I will receive the evidence, but I would appreciate it very much, Mr. Sinsheimer, if you would brief that point.

[1892] Mr. Sinsheimer: I intend to.

Trial Examiner Leff: And indicate the law as you see it, and relate the law to the evidence in this case. I confess I have some difficulty in view of the fact that the Labor-Management Relations Act, as I understand it, makes the unions liable for acts committed by acts of the union or acts which the union authorizes or was directly responsible for, and it doesn't render a union liable for action committed by employees generally when the union was not responsible for it.

* * *

[1918] * * * MEARLE M. MORRISON, recalled as a witness on behalf of the respondent, having been previously sworn, resumed the stand and testified further as follows:

Direct Examination.

Q. (By Mr. Van Arkel) Mr. Morrison, I would like to show you a copy of a letter dated December 10, 1947, together with a copy of a two page proposed scale of wages and working conditions and a letter dated December 19th which is unsigned but is marked "first vice-president" directed to you.

Mr. Van Arkel: First I will state, Mr. Examiner, that I asked the International Union to give me anything that their files showed with respect to correspondence with this local union and that these are copies which I received from them.

Q. (By Mr. Van Arkel) (Continuing) I will ask you, Mr. Morrison, whether or not those are accurate copies of the correspondence which you had with Mr. Taylor?

[1919] A. Yes, they are original copies.

Mr. Van Arkel: I will ask that those three documents be marked 11-A, B and C.

(Thereupon the documents above referred to were marked Respondent's Exhibits 11-A, 11-B and 11-C for identification.)

Mr. Van Arkel: I offer these exhibits.

Trial Examiner Leff: Is there any objection?

Mr. Sinsheimer: No objection.

Trial Examiner Leff: Respondent's Exhibits 11-A, B and C are hereby received.

(Thereupon, the documents previously marked Respondent's Exhibits 11-A, 11-B and 11-C were received in evidence.)

* * *

Q. (By Mr. Van Arkel) Mr. Morrison, you testified yesterday that you agreed to make certain changes in the form which you proposed on December 30. Did you at the close of [1920] the meeting of December 30 state in any form of words that you planned to submit those changes to the International Union for their advice or approval?

A. No, I didn't.

* * *

WILLIAM J. HARRIGAN, resumed the stand and testified further as follows:

Direct Examination (Continued)

* * *

[1936] Q. (By Mr. Sinsheimer) After the meeting on November 5, did you have any further meetings with any representatives of the union?

A. October 5th?

Q. November 5th, after that meeting?

A. November 5th. Yes, I met with Mr. Rhodes at his request on November 15th.

Q. And where was that meeting?

A. In the composing room.

Q. Who asked for the meeting?

[1937] A. Mr. Rhodes. Mr. Freese, the superintendent of the composing room, came into my office on the morning of the 15th and told me that Mr. Rhodes requested him to ask me to come up and see him in the composing room some time during the day, and I went up there and saw him.

Q. And who was present besides Mr. Rhodes, and was Mr. Freese there?

A. No; he wasn't.

Q. Just you and Mr. Rhodes?

A. That is right.

Q. What occurred?

A. Mr. Rhodes made a direct request of me in the light of wanting to know just exactly the position of the Hammond Publishing Company relative to what would take place in the Hammond Publishing Company if the Chicago newspapers went on strike or were locked out.

Q. Did you make any reply to that?

A. Yes, I told Mr. Rhodes that the Hammond Publishing

Company was strongly desirous of publishing a newspaper, and that if they, the members of Local 16, working in our composing room, would help us produce a newspaper we would produce a newspaper no matter whether the Chicago papers went on strike or otherwise.

Q. Was there anything further to that conversation?

A. No, I think that was all. Mr. Rhodes, of course, thanked [1938] me for the information and I left.

Q. What happened, if anything, after the conversation with Mr. Rhodes on November 15th?

A. On November 25, around 9 o'clock in the morning, we received a night letter from Mr. John Pilch, president of Local 16 of Chicago.

Mr. Sinsheimer: I will ask the reporter to mark Board's Exhibit 30 for identification.

(Thereupon, the document above referred to was marked Board's Exhibit No. 30 for identification.)

Mr. Sinsheimer: This is a copy of a Western Union telegram dated November 25, 1947.

Q. (By Mr. Sinsheimer) I will ask you, Mr. Harrigan, is that the night letter you referred to?

A. Yes, it is.

Q. What time did you receive that night letter?

A. Some time between 9 and 9:20 on the morning of November 25th.

Q. Did you take any action after you got the night letter?

A. Just that I took the night letter in to the publisher's office and the publisher and the secretary-treasurer of the company and myself had a discussion on the contents of the night letter.

Q. Did you have any further meeting with the union or any representatives of the union?

[1939] A. On that day?

Q. On that day or any other day?

A. Not on that day, but on the following morning I had a meeting with representatives of Local 16.

Q. That was on the morning of the 26th?

A. The 26th of November.

Q. Did you ask for a meeting with them or did they request a meeting?

A. They requested a meeting, and again, Mr. Freese came into my office in the morning and told me that he

had been requested by Mr. Rhodes for a meeting with me and I agreed to the meeting immediately and directed Mr. Freese, the superintendent of the composing room, to bring Mr. Rhodes and Mr. Schreiner, the chapel chairman, into my office. I suggested to Mr. Freese, the superintendent, that he attend as he had on various of the other meetings as superintendent of the composing room.

Q. About what time was that?

A. About the same time the following morning, some time around between 9 and 9:30.

Q. Then you met with Mr. Schreiner and Mr. Rhodes and Mr. Freese in your office?

A. That is right, I did.

Q. What occurred?

A. Mr. Rhodes acted as the spokesman for Local 16 and told [1940] me that he had been given authority by Mr. Pilch, the local president, to act on behalf of Local 16 and they were there to find out just what we were going to do about the night letter of the previous day.

Q. Did you make any reply to that?

A. Yes, I discussed the contents of the night letter with Mr. Rhodes and the others, and suggested the advisability of the Hammond Publishing Company being given more time to discuss a wage increase of that nature since in the past we hadn't been given that privilege.

Q. What else occurred?

A. I discussed the thing in detail on our reasoning, the reasoning of the Hammond Publishing Company, for not wanting to grant that wage increase.

Q. What did you say?

A. I said that in the past 40 years Local 16 had insisted that we abide by the terms and conditions of the Chicago agreement, that agreement drawn up between the Chicago Newspaper Publishers Association, and Local 16, and this we had promised them that we would go along with, that same agreement as we had in the past years when it was settled, and that I thought it was unfair and somewhat unreasonable to insist at this particular time that we take the lead in granting an increase of this kind since we had agreed to abide by the terms and conditions of the Chicago agreement.

[1941] Mr. Rhodes said that he had no alternative, only to tell me that unless we abided by the—unless we granted

the request as outlined in the night letter as of the previous day, and he looked at his watch and said that by 10:45 our men would walk out of the composing room.

Q. By 10:45 a. m. or p. m.?

A. 10:45 a. m.

Q. What next occurred?

A. When Mr. Rhodes made that suggestion or issued that ultimatum, of course, it was a fairly drastic one and one that we hadn't anticipated.

Mr. Van Arkel: Move that be stricken.

Trial Examiner Leff: Motion granted beginning with the words, "of course, it was a fairly drastic one."

The Witness: I plead with the representatives of Local 16 not to take a drastic action of that kind and to give us, the Hammond Publishing Company, longer time to consider it, and I told them why we needed longer time, that our directors were scattered over the country, and that we had been unable to get in touch with some of them in the light of what was taking place and we wanted to counsel with them, and we desired more time. I still thought that we should wait until the Chicago thing was settled and again promised them that if they would wait we would go along with them as we had done in the past.

[1942] Mr. Rhodes didn't change his mind or change his ultimatum. 10:45 was the deadline that the terms of that night letter had to be met and the conference ended on that note.

Q. (By Mr. Sinsheimer) About what time did the conference end?

A. I would say somewhat around 9:30.

Q. What occurred after that?

A. I went to the publisher's office immediately and called for our secretary-treasurer of the company and we three discussed the ultimatum and discussed what we could do or should do about it.

Q. And did you taken any action with respect to Mr. Rhodes' statement?

A. After giving it some discussion, perhaps three-quarters of an hour or an hour, the publisher strongly retained his position that he couldn't at this particular time, on the face of the shortage of notice, go along with that and instructed me to dictate a letter. That letter had to be delivered to those men in the composing room outlining

our strong desire to continue our friendly relationships with the men in the composing room, outlining a strong desire to continue following the policy that we had done in the past 40 years, telling them that we would abide by the conditions and terms of the Chicago contract and hoping for a quick settlement.

[1943] Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 31 what appears to be a letter dated November 26, 1947.

(Thereupon, the document above referred to was marked Board's Exhibit 31 for identification.)

Mr. Van Arkel: What is this number?

Mr. Sinsheimer: 31. I am crossing off the marking, "Exhibit 6" at the top, since it has no reference to the letter or to this case.

Q. (By Mr. Sinsheimer) Mr. Harrigan, I will show you Board's Exhibit 31 for identification. Is that the letter you just referred to?

A. Yes, it is.

Q. And that was prepared by you on the morning of November 26th?

A. Yes.

Q. Was that presented to all the employees in the composing room or to whom?

A. Just one copy. I took it out to the chapel chairman in the composing room, Mr. Schreiner, and handed him that letter.

Q. About what time did you hand him that letter?

A. Approximately 10:45 a. m.

Q. Were the men still at work at that time?

A. No, they weren't. They were in a huddle, in a crowd, a[1944] if they were having a meeting. I sought out Mr. Schreiner and gave him the letter.

Mr. Sinsheimer: I will offer Board's Exhibits 30 and 31.

Trial Examiner Leff: What is 30?

Mr. Sinsheimer: 30 was that wire which had not previously been offered.

Trial Examiner Leff: May I see 31, please?

Mr. Sinsheimer: Yes.

Trial Examiner Leff: Any objection?

Mr. Van Arkel: We have no objection to Board's Exhibit 30, Mr. Examiner. With respect to Board's Exhibit 31, perhaps it goes to a matter of its weight. I would like

to point out that that document is full of self serving statements.

Trial Examiner Leff: Objection overruled. Board's Exhibits 30 and 31 are received.

(Thereupon the documents heretofore marked Board's Exhibits 30 and 31 for identification, were received in evidence.)

Q. (By Mr. Sinsheimer) What happened after that, after you handed this letter, Board's Exhibit 31, to Mr. Schreiner?

A. I walked out of the composing room but I know that the workers within the composing room left the composing room immediately and shortly thereafter formed pickets on all of our pieces of property.

[1945] Q. That is, they organized a picket line?

A. They organized a picket line, yes.

Q. Now, that picketing has been peaceful, is that right?

A. Definitely peaceful.

Trial Examiner Leff: Is the strike on, still on, today?

The Witness: Yes, it is.

Q. (By Mr. Sinsheimer) Did you have any further conversations or meetings with representatives of the union?

A. Yes, I had.

Q. When did that occur?

A. On Wednesday, the 3rd of December, 1947.

Q. Did you contact the union representative or did the union representative contact you?

A. No, Mr. Louis Bannerman, who is president of the Mailers Chicago union and likewise the president of the Mailers in our establishment, came into that office, came into my office, on the morning of the 3rd of Deeember and talked to me about the advisability of meeting with Mr. Pilch and talking the thing over, and I agreed with Mr. Bannerman, and Mr. Bannerman said that he was going into Chicago then and there and would arrange a meeting or talk to Mr. Pilch, whom he felt quite sure would meet with me, and left.

That afternoon I received a telephone message from Mr. Bannerman saying that the meeting had been arranged for that evening, for Mr. Pilch and I to meet.

[1946] Q. That is, the evening of December 3rd?

A. That is right.

Q. And did you then meet with Mr. Pilch?
A. Yes, I did.
Q. Where was that meeting?
A. In Chicago.
Q. Was that just you and Mr. Pilch?
A. That is right.
Q. What occurred at that time?
A. I had only met Mr. Pilch and I looked forward to that meeting—I had only met Mr. Pilch once before, some time early in the summer for a few minutes, and I met Mr. Pilch that evening and asked Mr. Pilch just what the Hammond Publishing Company would have to do to get the men back in the composing room. Mr. Pilch told me that I would have to meet the increase in wages as outlined in the night letter of the 25th. I asked Mr. Pilch if it were possible for he and I or his representatives to sit down and negotiate an agreement covering hours, wages, and working conditions within the Hammond Publishing Company, and he said no, that the only thing that he could suggest or would suggest at that particular time would be that we comply with the wage increase, and if we did the men would come back into our composing room.
Q. Was anything else said at that time?
[1947] A. No, that was the essence of that evening's conversation.
Q. Did you have any further meetings with representatives of the union?
A. On Friday of that week, Mr. Bannerman came into my office in the morning and said that he didn't like the idea of the strike, and would it be possible for me to meet with Mr. Pilch with a view to trying to iron things out, and I said yes, and he left me that morning to go into Chicago and again arrange a meeting between Mr. Pilch and myself. That afternoon I got a call, or that forenoon I got a call, suggesting that Mr. Pilch and Mr. Bannerman meet with me and have lunch on that day, and I met Mr. Bannerman and Mr. Pilch that day at luncheon.
Q. Did Mr. Bannerman state any reason why he was suggesting this meeting with Mr. Pilch?
A. Yes, he did.
Q. What did he say?
A. He said that in the interim, in the interval from the last meeting that we had had with Mr. Pilch, that some of

the smaller newspapers had met the terms of the night letter and had kept on working, and that because of that he felt, perhaps, that the Hammond Publishing Company could be advised to do likewise, and that a meeting with Mr. Pilch as of that day might bring forth fruit in the light of a settlement.

Q. Did you then meet with Mr. Pilch?

[1948] A. Yes, I did meet with Mr. Pilch and Mr. Bannerman both.

Q. And where was that meeting?

A. In a restaurant on the north side of Hammond.

Q. That was that same day?

A. That was that same day, yes.

Q. That afternoon?

A. Yes.

Q. What occurred at that time?

A. Mr. Pilch at that luncheon reviewed all of the newspapers that had met the new wage increase. He said that all of the racing sheets had met the wage increase, that two foreign language newspapers had met the wage increase, and that they were present precisely in the same shape or—I don't know that he used that word, but he said that they were in the same position that the Hammond Times were in relation to the Chicago contract, that they always followed the terms and conditions of the Chicago contract, and that since they had agreed to the new wage rate, he saw no reason why the Hammond Publishing Company couldn't met the new wage rate, and strongly suggested that we meet the new wage rate, and that the men would go back into the composing room.

Q. What did you say?

A. I asked again if Mr. Pilch was prepared and willing to sit down and negotiate a new agreement covering the Hammond Publishing Company and Mr. Pilch said no, not at that time. [1949] Whatever might happen later on, the only way the men could go back into our composing room would be by meeting the required new wage rate as outlined in the night letter, and he said, "If you don't do that", he said, "the strike hasn't begun in earnest yet. We will go to the radio and we will appeal to all the labor organizations in Lake County, Indiana, and ask them to boycott and cancel their subscriptions to the Hammond Times." He said, "We are in a war now and we will process or

pursue that war to the bitter end", and he warned me that the consequences might be great.

He likewise told me that they would request all of the foreign speaking groups in that county to cancel their subscriptions to the Hammond Times, too.

Q. Was that all that occurred at that meeting?

A. No.

Q. What else occurred?

A. We went into a lengthy discussion of various reasons why we coudn't go along with the new wage increase and I cited various reasons. One of the reasons I cited was the fact that I thought that the Chicago newspapers would resent it very bitterly and might do something about it, and that I felt that because of the fact that the union local had requested or insisted over the years that we follow them, that it would be very wrong on our part to suddenly, at this particular time, start leading in the light of the wage rates.

[1950] I think that those were the important things that were discussed at that luncheon that day.

Q. Did you then, after that, write a letter to the local?

A. I came back and reported the result of that meeting to the publisher and I told him what had taken place there and we were very strong in our desire to come to some settlement with the—

Mr. Van Arkel: Move that be stricken.

Trial Examiner Leff: Motion granted.

Q. (By Mr. Sinsheimer) After the meeting with Mr. Pilch on December 5th, what next occurred?

A. The following Saturday, Saturday, December 6th, after discussing the meeting or what was discussed at the meeting with the publisher, I wrote a letter to Mr. Pilch, and in that letter I outlined what had transpired and asked Mr. Pilch and urged Mr. Pilch the desirability of he and I getting together with a view to developing a new agreement and a new contract covering the Hammond Publishing Company and Local 16.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 32 a letter dated December 6, 1947, addressed to Local 16 and signed by Mr. Harrigan.

(Thereupon the document above referred to was marked Board's Exhibit 32 for identification.)

Q. (By Mr. Sinsheimer) I will show you what has been marked as Board's Exhibit 32, Mr. Harrigan, and ask you

if that is an [1951] exact copy of the letter which you wrote to the Chicago local and just referred to?

A. Yes, it is.

Mr. Sinsheimer: I will offer Board's Exhibit 32.

Mr. Van Arkel: No objection.

Trial Examiner Leff: Board's No. 32 is admitted.

(The document heretofore marked Board's Exhibit No. 32 for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Did you receive any reply to that letter, Board's Exhibit 32?

A. Yes, I did.

Q. What was that reply?

A. On the following Thursday—I think that would be December 11th, in the afternoon, I received a telephone conversation from Mr. Pilch.

Q. And what did Mr. Pilch say?

A. That he would meet with me and discuss the contents of the letter and discuss the possibility of a new agreement, the following day in Chicago.

Q. Did you say anything to Mr. Pilch?

A. I told Mr. Pilch that I would meet with him, meet at his convenience.

Q. Did you then meet with Mr. Pilch the following day?

A. Yes, I did.

Q. Was that at his office in Chicago?

[1952] A. Yes, it was.

Q. Who was there?

A. Mr. Rhodes and Mr. Pilch and I met in the afternoon, Friday afternoon.

Q. What occurred at that meeting?

A. I reiterated or requested a new agreement and we discussed it, and Mr. Pilch gave me the half of what I have now learned was P6-A contract and said that that, or the conditions of employment, were the only agreements that he would sign with me at that particular time, and that a new agreement covering the Hammond Publishing Company was out of the question.

Q. Now, did he say he would sign a P6-A agreement covering the Hammond Publishing Company?

A. Yes, he did.

Q. Or would sign conditions of employment?

A. He said that I could have either of them, one or the other, whichever one I chose.

Q. Now, when you referred to—

Trial Examiner Leff: Before you go past that meeting, did you ask Mr. Pilch at that time to discuss wages with you?

The Witness: Yes, I did.

Trial Examiner Leff: What did Mr. Pilch say?

The Witness: That the wage question couldn't be discussed, it was outlined in the night letter and that they [1953] were going to stand firm on that increase as voted upon by the membership of Local 16.

• • •

Q. (By Mr. Sinsheimer) When you say that you were given half of P6-A, Mr. Harrigan, referring you to Board's Exhibit 7-Q, that is, to P6-A, will you indicate which half of P6-A you were given?

A. Mr. Pilch, sitting at his desk, split this thing in two (indicating) and handed me this section with "agreement" on it.

Q. The one that has "agreement" on it and the clauses "A—

A. A to I.

Q. (Continuing) —to I?"

A. And retained this (indicating).

Q. He retained the second page?

A. Yes, he did.

Q. After the meeting on December 12th, did you have any further meetings with any representatives of the union?

A. Yes. I had.

Q. When was such a meeting? When was the next meeting, Mr. Harrigan?

A. I think December 26th.

Q. Was it December or was it January?

[1954] A. It was January 26th.

Q. Now, you had a meeting with representatives of the union. What representatives were present?

A. Mr. Pilch, Mr. Rhodes, Mr. Schreiner, and a Mr. Reid, Mr. Reid, I understand, is one of our compositors, and a member of Local 16.

Q. Were there any other persons present besides those persons?

A. Yes.

Q. Who else was there?

A. Mr. Don Cornwald, our circulation manager, and a

Mr. Charles Coombes, president of the building and construction trades department for Lake County.

Q. How did this meeting come about? Did you ask for it or did the union or just how did it happen to occur?

A. I was sitting in my office one day when Mr. Coombes called me and asked me if it were possible for me to come over and attend a meeting of all of the representatives of the building trades in that district that morning, and I went over there and at that meeting were representatives of the Hammond Chapel of Local 16 of Chicago and Mr. Coombes told me that it was the desire of all of those labor representatives to get the Local 16 together with the Hammond management with a view to a settlement of the strike and asked each of us, that is, representatives of Local 16 and myself, to outline our positions [1955] as of that time.

That being done, the organization, that is, the Lake County Building and Construction Trades Department, instructed Mr. Charles Coombes, the president, to immediately contact Mr. Pilch and request Mr. Pilch to meet with me with a view to drawing up an agreement, a signed agreement, as soon as it could be arranged, and the following week Mr. Coombes called me and told me that he had succeeded in getting in touch with Mr. Pilch and that Mr. Pilch was agreeable to come out and meet with me with a view to drawing up an agreement, and asked me if I could attend a meeting with that purpose in view and I said yes. That was how that meeting came about.

Q. And then you attended that meeting on January 26th?

A. Yes, I did.

Q. What occurred at the meeting?

A. Mr. Coombes opened the meeting and outlined his reasoning, his reasons for calling the meeting, and asked that Local 16 and the Hammond Publishing Company's management get together and sign an agreement, that he saw no reason why we couldn't get together and sign an agreement, and asked me if I was prepared to sign an agreement, develop and draw up an agreement and sign it, and I said yes, and he asked Mr. Pilch if he was and Mr. Pilch said that he was prepared to draw up an agreement but that it would be conditions of employment or [1956] P6-A, and he discussed P6-A and said that he was prepared to sign that P6-A agreement there and then.

Q. What else occurred?

A. Mr. Pilch asked me if I was prepared to draw up an agreement or a proposal, I think he called it, and I said, "Yes", I was prepared to draw up a proposal based largely on the old Chicago agreement and suggested the advisability of drawing it up that day and meeting with him the following morning, and I said if we would get together on wages would Mr. Pilch sign an agreement drawn up along the lines of the old Chicago agreement but completely divorced from the Chicago agreement in the light that it would only have to do with the Hammond Publishing Company, and Mr. Pilch said no, he wouldn't sign any agreement of that kind.

Q. Did anything else occur at the meeting?

A. Yes, the question of the affidavit that I had been asked to prepare for the injunction suit in Indianapolis came up about that time, and I was asked the question if I had prepared an affidavit to be presented there and I said yes I had.

Q. What else occurred, if anything?

A. Mr. Pilch made some statements about the injunction suit and told me that his men, no matter how the injunction suit went, would never go back into the composing room of the Hammond Times.

Q. Do you recall anything else that occurred at that meeting?

[1957] A. No, the meeting broke up somewhat stormy but nothing came of that meeting.

Q. Did you indicate any dollar figures with respect to wages during the course of the meeting?

A. Yes. After I placed the suggestion before Mr. Pilch on the desirability of any proposal that I might draw up being based on the old Chicago agreement, and when he told me that he wouldn't sign that agreement, I asked him if I would give him $14.50 and $15 as outlined in his night letter in an agreement of that nature, would he then sign it and he said no, he would not sign it.

Q. Have you had any further meetings since the meeting on January 26th with any representatives of the union?

A. No, I haven't.

Q. Have you had separate agreements for the Mailers Union at the Hammond plant?

A. Yes, I have.

Q. That is, the local union of the mailers?

A. That is right.

Q. For how many years?

A. I can't be exact on the question, but I would say six years.

Q. And have you had separate agreements for other printing crafts?

A. We have separate agreements with the stereotype operators [1958] and the pressman and the Newspaper Guild.

Q. Have you attempted to operate your composing room since the strike?

A. Not as such. We have used the composing room but not operating any of the machines in the composing room.

Mr. Sinsheimer: I think that is all.

Trial Examiner Leff: One point I wanted to get straightened out, before the strike was there ever any discussion about a contract covering the Hammond plant? Did you ever request the union to give you a written contract or did the union ever request you for a written contract before the strike?

The Witness: Only on one occasion.

Trial Examiner Leff: When was that?

The Witness. The meeting of the 15th.

Trial Examiner Leff: Of what?

The Witness: Of November.

Trial Examiner Leff: Yes.

The Witness: When I suggested the advisability of them sitting down at that point and drawing up an agreement with the Hammond plant.

Trial Examiner Leff: What did the union say?

The Witness: They weren't there to bargain collectively. They were there on the question of—

Trial Examiner Leff: At that time all the people in the [1959] composing room were union members, were they not?

The Witness: Yes, all of them.

• • •

[1960] • • • *Cross Examination.*

Q. (By Mr. Van Arkel) Mr. Harrigan, I believe you testified that you first received a filled out form of conditions of employment on what date?

A. The 20th, I think it was, Tuesday, the 20th or the 21st.

Q. That is, the 21st of October?

A. Yes.

Q. And that was a filled out form?

A. Yes, it was.

[1961] Q. Containing wages, hours, working conditions and the like?

A. Yes.

Q. And at the time you received that, you understood that that represented these unions' demands for new conditions following the expiration of the Chicago agreement?

A. Yes, I did understand that.

Q. So that from that point on, after October 21st, there was no doubt in your mind that the union wanted a wage increase and you knew the amount of it, is that correct?

A. That is right, yes.

Q. You testified, I believe, that on November 15th you had a meeting with Mr. Rhodes which had been arranged by Mr. Freese, is that correct?

A. Yes, that is correct.

Q. And that in the course of that conversation, Mr. Rhodes wanted to know if the Hammond Times would continue to publish in the event of a strike in Chicago, is that correct?

A. That is right.

Q. Now, at that time you were aware that the union was asking a wage increase, were you not?

A. Yes. I was.

Q. And you stated that you wanted to continue to publish the paper if there was a strike in Chicago?

A. That is right.

[1962] Q. Now, at that time did you intend by that statement that you would continue to publish at the figure which the union was asking?

A. No, at the figure they were working for pending a settlement.

Q. With no wage increase?

A. With no wage increase.

Q. I see, so that in this talk with Mr. Rhodes and throughout this whole period it was your hope and expectation that the men would continue to work with no wage increase, is that correct?

A. That is right, yes, it is.

Q. And is that still your position?

A. I would sit down and negotiate an agreement covering wages, hours and conditions of employment.

Q. Are you now prepared to give any wage increase?

A. Yes, we would.

Q. Are you prepared to give the wage increase which the union is requesting?

• • •

[1964] Q. (By Mr. Van Arkel) Have you at any time during this period, Mr. Harrigan, given the union a definite figure of a wage increase which you were willing to grant?

A. No, we haven't.

Q. Requests have been made from you for such figures, have they not?

A. Not such figures, but just the one as outlined in the night letter.

Q. At this meeting that you had on November 15th with Mr. Rhodes, did you state to Mr. Rhodes that you expected the men to continue at work at the wage which they were then receiving?

A. If my memory serves me right, yes.

Q. What was Mr. Rhodes' reaction to that?

A. I don't think he expressed a reaction.

Q. Well, you knew that they were at that time demanding a wage increase, did you not?

A. Yes, I did.

Q. Did Mr. Rhodes say anything to indicate that they were withdrawing that demand?

A. I don't believe so.

Q. Well, you mean when you stated to Mr. Rhodes that you expected the men to work at the old wage knowing that they were asking for a higher wage, Mr. Rhodes said nothing at all?

[1965] A. Beyond thanking me for the information I gave him.

Q. What did you think that Mr. Rhodes was thanking you for if you made such a statement?

A. Well, the fact that I had come up and talked to him didn't merit thanks, but, of course, the fact that I had answered his questions—

Q. By telling him that you were not going to grant a wage increase?

A. I didn't say that.

Q. What did you say, then?

A. I said that we hoped that the men in the composing room would continue to keep on working and that if they would we would publish a newspaper and abide by the terms and settlement of the Chicago contract.

• • •

[1966] Q. You stated that you had asked Mr. Rhodes at the meeting of October 21st to give you a collective bargaining agreement, is that correct?

A. That meeting was the 15th.

Q. The 15th of October?

A. Yes.

Q. Was that—

A. No, that meeting was the 5th of November.

Q. And was that the first time in 1947 that you had asked the union for a separate agreement?

A. That I had asked them? Yes.

Q. When you asked for a separate agreement, I take it you intended a separate document signed by you and by the representatives of Local 16?

A. Yes.

Q. As distinguished from the Chicago agreement?

A. That is right.

Q. That had not been your previous practice?

A. That is right.

Q. What was your reason for desiring to change the practice which had gone on in the past?

A. Only the desire to have a separate and distinct agreement because we felt, and it is my understanding and knowledge, that the men who preceded me had felt, that there were certain injustices in connection with the Chicago contract that [1967] worked hardships on the Hammond Publishing Company.

Q. Do you mean by that, that because you were a small outlying newspaper—

A. That is right.

Q. (Continuing)—that you should have separate conditions?

A. Yes.

Q. By that do you mean lower wage scale and the like?

A. It would follow, yes.

Q. More favorable economic conditions?

A. That is right.

Q. More than would be provided under the Chicago agreements, is that correct?

A. That is right.

Q. So that in asking for this separate agreement you were, in effect, asking that the local give you a more favorable position than the Chicago papers had received?

A. We would ask for a favorable position.

Q. More favorable than the Chicago newspapers?

A. Yes, I would say so.

Q. And had that been your desire for some time?

A Yes, I would say so.

Q. You testified that at the meeting of November 26th, I believe it was, the question arose whether or not you were going to pay the wage scale which the union was asking on the Chicago papers, is that correct?

[1968] A. That is right, yes.

Q. And you stated to the union that you thought that was quite unfair?

A. Yes.

Q. Because for many years you had followed along with the Chicago pattern?

A. Yes, that is right.

Q. And had paid the same scale wages and hours and the like that the Chicago papers paid?

A. That is right.

Q. So that by that time your position had changed, is that correct?

A. Not necessarily so.

Q. Well, in any event, at that time you wanted to pay exactly the same scale and have the same conditions as the Chicago papers, isn't that right?

A. That is right, yes.

Q. So that would you tell us what your position is now? Do you want a separate agreement or do you want to go along with the Chicago conditions?

A. We would like a separate and distinct agreement covering the Hammond Publishing Company.

Q. But in November, on November 26th, you felt it was unfair of the union to suggest that, didn't you?

A. What we felt was unfair was that they were asking us to [1969] pay something when we had promised them that on the termination of a settlement between the Chicago publishers and their union we would pay it.

Q. In short, your position at that time was that you wanted exactly the same conditions as the Chicago publishers had?

A. Not necessarily so, but we were prepared to sacrifice the local agreement.

Q. Prepared to sacrifice the local agreement?

A. Yes.

Q. You didn't want a local agreement?

A. Yes, we did want a local agreement.

Q. But I thought you just said that you wanted exactly the same conditions as the Chicago publishers, and that the union was unfair in asking you to do something different?

A. Only in the light of asking us to make a payment before a settlement took place was unfair.

Q. Yes. Mr. Harrigan, isn't this the fact of the matter, that so long as you thought you could get more advantageous terms than the Chicago publishers got, you wanted a separate agreement, but when you thought you could operate without a strike you did not want to increase wages and then, thereafter, you did not want to enter into a separate agreement with the union because you were insisting on the same conditions as the publishers in Chicago would pay?

• • •

[1970] • • • The Witness: I would say, Mr. Van Arkel, that our position as of that time was that no matter what the settlement was, no matter what the retroactivity of the settlement was, we were prepared to abide by that if the men continued to work in our composing room, but at the same time, having a strong desire to write our own agreement, our own contract.

• • •

[1972] • • • The Witness: We were prepared to pay the same thing, right up to the strike, butt we weren't prepared to do so in the face of a cul-de-sac having been arrived at, or the negotiations having met a dead end between the Chicago publishers—

Q. (By Mr. Van Arkel) Well, in short, your desire at that time was to continue operations while a strike went on in Chicago without paying any—

A. That is right.

Q. That is correct, isn't it?

A. Yes, it is, definitely.

Q. And you felt the union was very unfair to demand of you [1973] the same conditions that they were demanding of the Chicago publishers?

A. Only in the light that we felt that on the promise given to them that we would abide by what came out of the Chicago contract, and we had hoped that they would continue to work under that promise.

Q. Well, did you have any reason to anticipate that your men would continue at work with no wage increase at all for that period, whatever it might be?

A. We never for a moment felt that the men would walk out of our composing room on the basis of a promise of that kind.

Q. Well, you knew they were demanding a wage increase?

A. Yes, we did.

Q. And did you expect them to sit quietly by and wait for the Chicago strike to terminate?

A. They had done so in the past, they had always waited on the Chicago settlement, and abided by it.

Q. Had there been any strike in Chicago in the past?

A. Not to my knowledge.

Q. So that this was a unique situation, was it not?

A. In that respect, yes.

• • •

[1980] • • • Trial Examiner Leff: Did you ever submit a wage proposal to the union at any time?

The Witness: Only in the light, in the talks that I had with Mr. Pilch, that we would abide by the terms and the settlement of Chicago, but nothing of a concrete nature beyond that.

Q. (By Mr. Van Arkel) Did you at any time after you received the conditions of employment—I believe it is your testimony that you understood that that was the wage increase that the union was asking, is that right?

• • •

[1985] • • • Q. I will call your attention to Board's Exhibit 32, the letter which you sent Mr. Pilch on December 6, 1947, in which you stated, and I am reading from the letter, "This walk-out on the part of mem-

bers of Chicago I. T. U, Local No. 16 took place 26 hours after we received the only notice we had from your union relative to a new wage increase at this time." Was the statement in that letter correct?

A. Yes.

Q. So that the only notice you had of a new wage increase was by the telegram of Mr. Pilch on December 5th, is that correct?

• • •

Mr. Van Arkel: Well, possibly I am in error on that. That was the telegram of the 26th of November, was it not?

The Witness: That is right.

Q. (By Mr. Van Arkel) So that at no time prior to that had you had any information from the union concerning a new [1986] wage increase, is that correct?

A. Officially.

Q. Pardon?

A. Officially.

Q. Yes. You didn't say anything in this letter, did you, Mr. Harrigan, about "the only official notice we had from your union relative to a new wage increase"?

A. I don't know the contents of that letter, Mr. Van Arkel.

Q. Well, the letter will speak for itself. In any event, would it be accurate to say that from the time you received these conditions of employment with a wage figure on them, there had been discussions going on concerning a new wage rate?

A. With who?

Q. With any representative of the union.

A. No.

Q. None at all?

A. Beyond the suggestion.

Q. Did you regard your rejection of the figure in the conditions of employment as notice to the union?

A. No, I didn't.

Q. What did you regard it as?

A. Information given to me to keep me abreast of what was taking place—

Q. No, I am now talking about your rejection of that figure. [1987] Did you regard your reaction as you testified on October 24th as notice to the union?

A. I don't believe we ever rejected that figure.

Q. The figure contained in the conditions of employment?

A. That figure was never discussed.

Q. And never rejected by you?

A. And never rejected by us.

• • •

Q. But the only word you had received from the union was the figure contained in the conditions of employment, is that correct?

A. We didn't receive that from the union.

Q. Well, you received it from some source, did you not?

A. Yes, we did.

Q. And you considered it as a union proposal, did you not?

A. Not to us, no, we did not.

Q. Well, what did you conceive it to be?

[1988] A. Information given to us.

Q. For what purpose?

A To keep us abreast of what was happening in connection with the Chicago negotiations.

Q So you didn't consider that a request to you for a larger wage increase?

A. Never once, Mr. Van Arkel.

Q. And of course, not being a request there was no purpose in rejecting it, I take it, is that correct?

A. That is right.

Q. But did you understand that that figure was what the men in the composing room considered a substantial wage increase?

A. I never thought along that line, no.

Q. It never occurred to you that the men might think that that would be a substantial wage increase?

A. Oh, it may have occurred to me, yes.

Q. Did you consider it in that light?

A. No.

Q. And therefore never rejected it?

A. Never rejected it.

• • •

[1990] • • • A. Yes, I did.

Q. And did you know what amount of wage increase they were seeking?

A. Yes.

Q. You knew that from the conditions of employment?
A. I did.
Q. Is that right?
A. Yes.

* * *

[1991] * * * Q. So I believe it is your testimony here that in any event you never told the men that you were unwilling to grant the amount that they were asking for in the conditions of employment, is that correct?
A. I believe it would be true.
Q. At any time until the strike started, is that right?
A. That is right.
Q. Did you have any doubt that at any time, Mr. Harrigan, that if you increased wages by the amount that was contained in the conditions of employment form that the men would have remained at work in the composing room?
A. We never gave it a thought, Mr. Van Arkel, that amount.
Q. That was not a matter of concern to you?
A. Yes, it was, only in the light that that is what the boys in Chicago were shooting at, and that we would be requested or suggested that we follow what came out of that.
Q. But didn't you know that if you paid the amount requested there that the men would stay in the composing room and not go on strike?
A. Yes, I suppose we did know that.
Q. In addition to that, you received a telegram from Mr. Pilch which stated a wage scale that had been voted by the local at their meeting, did you not?
A. Yes, I did.

* * *

[1992] * * * Q. That telegram stated, did it not, Mr. Harrigan, that it will be assumed, unless informed by you to the contrary—"It will be assumed by us that the increased scale will be paid by you"?
A. That is right.
Q. And you made no reply to that?
A. No.
Q. At any time?
[1993] A. No.

Q. What was your reason for not replying?

A. Largely one of not being able to reply, not being in a position to officially reply to the thing due to the fact that the publisher is guided by conversations that he has with others in control of the Hammond Publishing Company.

Q. Now, to your knowledge had the publisher, prior to the receipt of this telegram from Mr. Pilch, discussed wages with the directors of the company?

A. I don't believe so. I don't know. At least, he never discussed whether he had or hadn't with me.

Q. Did you report to the publisher that you had received these conditions of employment?

A. Yes.

Q. Did you tell him the wage figure which they contained?

A. Yes, I had.

Q. And did you at any time learn after that whether or not the publisher had discussed it with his Board of Directors?

A. I said that I don't have any knowledge whether he did or whether he didn't.

Q. In any event, I take it from your testimony that no counterproposal to wages was ever made?

A. That is right.

Q. By the publisher?

A. That is right.

[1994] Q. Was that the sole reason that you did not reply to this telegram of Mr. Pilch?

A. Yes.

Q. The difficulty of getting the Board of Directors together?

A. That is right, the shortage of time.

Q. The shortage of time after Mr. Pilch's telegram arrived, is that correct?

A. That is right.

Q. And when you say "shortage of time," do you mean the difficulty of getting the directors together and getting their position from them?

A. That is right.

Q. Was there any other reason at all why there was difficulty in replying to that telegram?

A. I don't believe so, Mr. Van Arkel.

Q. I will ask you, Mr. Harrigan, whether or not at Indianapolis you testified as follows, reading from page 466 of the transcript:

"Question. Now, will you explain to us why you did not answer the telegram from Mr. Pilch with reference to the wage scale which the union was asking on the following day?

"Answer. Yes. I could. Our publisher is one of a group of trustees on an estate, and while I think it is his prerogative to make a decision relative to important questions, I do [1995] believe that he consults the directors who are the trustees of that estate and that took time, plus the fact that, of course, on receipt of that night letter we discussed the thing and I think he discussed it with the directors, but he had not succeeded in discussing it with all of the directors by the time the 24 hours elapsed between receipt of the night letter and my meeting with Mr. Rhodes, Mr. Schreiner and Mr. Freese of the 26th. Neither had he succeeded in discussing the question when the deadline rolled around, and the men were out of the composing room, and during those two days, I was in no position to reply to Mr. Pilch's telegram, either accepting it or rejecting it, and by the time that that rolled around we had a problem on our hands. We never, for one minute, appreciated the fact that the men in our composing room would walk out, but we had made up our mind that we were going to produce a newspaper and it took all our energies and time to corral our energies and processes during the next few days to produce that newspaper."

A. Mr. Van Arkel—

Q. Did you so testify, Mr. Harrigan?

A. Yes. Yes, I did.

Q. Now, is it correct to say that it took your energies and time to corral all your energies and processes during the next few days to produce that newspaper?

A. Yes, it definitely did.

[1996] Q. Was that one of the reasons why you could not find time to reply to Mr. Pilch's telegram?

A. I would say yes.

• • •

[1997] * * * Q. But between the time that you received this telegram from Mr. Pilch and the time that the strike began, did you ask Mr. Pilch for further time to consider the scale that had been set out?

A. I don't believe so, within those 24 hours.

[1998] Q. Or did you make any effort to get in touch with anyone else in the union and say that you needed time to consult the Board of Directors?

A. I don't believe so.

Q. For some 40 years, I believe you testified, you had operated without an agreement with the Chicago Local 16, is that correct?

A. Without an agreement in the light of it being centered around the Hammond Publishing Company, but we operated under the Chicago agreement.

Q. But you had no signed document?

A. No, nothing.

Q. Between yourselves and the union?

A. No.

Q. Was the union careful to observe its responsibilities during those 40 years so far as you are aware?

A. I would say yes.

Q. Did you feel any insecurity during that time prior to 1947 because of the fact that you had not written agreement?

A. I don't believe so.

Q. Were conditions in your composing rooms generally peaceful under that kind of an arrangement?

A. It is my understanding they were, yes.

* * *

[2038] * * * Q. It was one of your objections, Mr. Harrigan—well, what was your objection to the Form P6-A when it was proposed by Mr. Pilch?

A. Largely on the question of the ten day cancellation.

Q. You mean the 60 day cancellation?

A. It was ten days as it was presented, and Mr. Pilch, after some talk, said that I could erase and make it 60 days.

Q. I see, so that when Mr. Pilch presented the form P6-A your comment was that you objected to a ten day termination clause?

A. Yes.

Q. And Mr. Pilch said that he was willing to change that to 60?

A. That is right.

Q. But that still didn't satisfy you?

A. That is right.

Q. You wanted a contract for a full year's duration?

A. That is right.

Q. Why did you want a contract for one year?

A. Because my experience in the trade union movement, and my knowledge of trade union contracts, generally speaking—I [2039] knew of no instance where it was less than that—always had a year as a minimum.

Q. Well, this was just force of habit, then, that you wanted a year's contract?

A. No, I would say that I might, in my judgment, say that it was a reasonable request to ask for a year's contract.

Q. You made that clear to Mr. Pilch, did you?

A. Yes.

Q. Did you object that a 60 day cancellation clause gave you no stability in your operations? Was that one of the grounds?

A. I suggested that as a possibility.

Q. You mentioned that to Mr. Pilch, too?

A. Yes.

Q. You still felt that a contract with a 60 day cancellation clause was less stable than having no contract at all?

A. But we had a contract.

Q. You what?

A. We had a contract.

Q. I am sorry—

A. We were working under the terms and conditions of the Chicago contract.

Q. Well, I understood you to say that you had not had a contract?

A. Well, we had no contract as such, Mr. Van Arkel, but our [2040] men in the composing room were guided by the terms and conditions of that contract, and it was that contract, a copy of that which we were given from the union, that our men worked under.

* * *

[2053] * * * Q. During this period were you in touch with Mr. O'Keefe of the Chicago Newspaper Publishers Association?

A. I don't believe so.

Q. Never saw him?

A. I don't believe I met Mr. O'Keefe.

Q. How about the publisher? Do you know whether or not your publisher had any dealings with Mr. O'Keefe?

A. I don't believe so.

Q. Any telephone conversations, to your knowledge?

A. I can't answer for him, but I can for myself. I had never met Mr. O'Keefe personally. I think only one time, and that is passing—it was at the mailers' banquet at Chicago, and I simply shook hands with the man and that was that.

Q. During this time were you in touch with any other representative of the Chicago Newspaper Publishers Association?

A. No, I don't believe so.

Q. Did you get no information from them at all concerning the progress of the negotiations in Chicago?

A. None whatever.

Q. All the information you got was what the union gave you?

A. No. From our reading of the papers.

Q. You made no plans for any common action in the event of a strike with the Chicago Newspaper Publishers Association?

A. Absolutely none.

Q. And you made no effort to find out what wage they were prepared to offer?

A. No.

Q. Of course, it was your anticipation that you would be paying the wage which might be agreed on with the Chicago Newspaper Publishers Association?

A. Definitely, yes.

Q. Wasn't that it?

A. Yes.

Q. But you made no effort to find out what that figure might be?

A. Well, when they were on strike we knew that there had been a deadlock, and that the differences causing that

deadlock were many, but we couldn't put our finger on any specific one, having never sat in on these negotiations.

Q. Well, I am not now confining myself to these few days, Mr. Harrigan. I mean during the whole months of September, and October, and November, were you in touch at all with the representatives of the Chicago Newspaper Publishers Association?

A. None whatever, no.

Q. And you were not particularly interested in finding out [2055] what they were planning to offer, or anything of the kind?

A. I should say no, we weren't, beyond knowing that when that settlement was arrived at, that we would abide by it.

* * *

[2056] * * * Q. You testified that at a meeting with Mr. Pilch he handed you one half of the Form P6-A. Now, in handing that to you, did Mr. Pilch state that you might arrive at an agreement by appending the first part of Form P6-A to the conditions of employment which had already been submitted to you?

A. I believe he did.

Q. That is, Mr. Pilch's suggestion was that you take economic conditions which had been filled out on the conditions of employment form and attach them to the first paragraphs of P6-A?

A. Yes, I think he did.

Q. And what was your reply to that?

A. I think I objected to P6-A and told him that I would consider the thing and give it more thought.

Q. You would take that under advisement?

A. That is right.

Q. Did you ever reject it?

[2057] A. To Mr. Pilch?

Q. To anyone?

A. I think I was very definite before I left that meeting that I had rejected it, Mr. Van Arkel.

Q. Oh, you didn't take it under advisement, then?

A. Yes, I did, because it was shortly after the meeting opened that I was given the copy of P6-A. I knew the contents, largely, of the conditions of employment, and I got time in that meeting to read P6-A.

Q. Well, what did you find principally objectionable?

A. Largely your 60 days.

Q. Well, did you reject it on that ground to Mr. Pilch at that meeting?

A. Yes, I felt that I couldn't advise the publisher.

Q. Well, Mr. Pilch was quite willing to give you an agreement separate from the Chicago Newspaper Publishers?

A. Not at that time, he wasn't, no.

Q. Didn't he tell you that if you would sign it, the local union would accept it?

A. No, he said that—I think previously—I don't know that he discussed it on that light at that meeting, but the first meeting that I had with Mr. John Pilch, he said that if we would grant the wage increase as outlined in his night letter, after the Chicago settlement he would consider the advisability of giving the Hammond Publishing Company a [2058] separate and distinct agreement, but he said that before he could promise that and make it stick he would have to consult with his organization first, but I don't believe that any such talk beyond saying that I could have P6-A or conditions of employment was discussed at that meeting.

Mr. Sinsheimer: What meeting was that, if I may ask?

Q. (By Mr. Van Arkel) That was the meeting of December 11, was it not?

A. December 12.

Q. December 12?

A. I think his telephone conversation was December 11. I may be wrong.

Q. I see. Why, what was your understanding of Mr. Pilch's purpose in offering you this contract form?

A. Because it had been the thinking that he had offered it to the Chicago publishers, as I understand it.

Q. But you wanted a separate agreement at that time, didn't you?

A. That is right.

Q. And this you understood as an offer of a separate agreement, didn't you?

A. Not in the light of my thinking as an agreement should be.

Q. Well, you objected to the terms of the agreement, that I understand, but you also understood that Mr. Pilch was offering to enter into that agreement with you, did you not?

[2059] A. Yes, he was.

Q. And that it would be signed by the Hammond Times and by Local 16? That is correct, isn't it?

A. Yes, that was my understanding.

Q. So that Mr. Pilch was acceding to the request that you had made that you have a separate agreement, is that correct?

A. I would say so, yes.

Q. But Mr. Pilch at that—well, was there a discussion of wages at that meeting?

A. Yes, again, with no variation, the contents of the night letter.

Q. That is, Mr. Pilch was offering you a separate agreement with the wage scale which had been contained in his night letter, is that right?

A. That is right.

• • •

[2062] • • • Q. In any event, at that time, your testimony is that you made no wage offer at that time?

A. At what time, Mr. Van Arkel?

Q. At this meeting that you had with Mr. Pilch on December 12?

A. That is right.

Q. Or subsequent to it?

A. Yes, subsequently we did.

Q. You did make a wage offer subsequently?

A. Yes.

Q. When was that?

A. The first meeting I had with Mr. Pilch I offered to go along with the Chicago agreement and abide by the terms of that thing.

Q. But you didn't know what they were at that time?

A. No, we did not.

Q. So that that was not a wage offer, was it?

A. Not any more than it was a wage offer of one considering a settlement that had been unilaterally arrived at on [2063] the Chicago Typographical Union side.

Q. Well, I take it your proposal to Mr. Pilch at that meeting, then, was that the men should return to work at the old wage scale and to wait the developments in the Chicago strike, was it not?

A. Yes, definitely so.

Q. So that it would be fair to say that you neither at that time nor any other time made a wage offer?

A. We made a wage offer in the light of what the wage settlement was in Chcago, I would say it that way.

Q. But no settlement had been reached at this time?

A. That is right.

Q. So that you offered no figure, did you?

A. That is right.

Q. You never said in dollars and cents "We will offer you so-much increase"?

A. Never.

Q. And you have not, from any time before the strike up to the present time, made any such offer, have you?

A. That is right.

• • •

[2067] • • • Q. Did you at this meeting of January 26 with Mr. Pilch ask him if he would accept the $14.50 scale if Mr. Pilch would agree to an agreement for a year?

A. Yes, I made that suggestion.

[2068] Q. So is it your testimony now that you did make a wage offer to the union on that date?

A. It wasn't a sincere offer.

Q. I see. That is, you had no intention of granting it even if Mr. Pilch accepted it?

A. That is right. It was one of those things that invariably happen in collective bargaining conferences where I said to him, "John, if I had to give you $14.50 and $15, would you sign an agreement," and he said, "No, I would not," and this was just one of those things, and he knew and I knew as it was said that it wasn't a sincere offer, it was a question.

• • •

Redirect Examination.

Q. (By Mr. Sinsheimer) Were you willing at the time of the meeting on December 12 with Mr. Pilch or the meeting on January 26 to make an offer as to wages if the local union would give you a contract for a year?

A. Oh, yes, we were.

Trial Examiner Leff: Was there any discussion on that? By that I mean, did you express that willingness in any manner?

The Witness: Oh, yes. Yes, we did, Mr. Examiner.

Trial Examiner Leff: When?

The Witness: At both those meetings, the twelth and the twenty-sixth of January.

Trial Examiner Leff: In other words, you stated at those [2069] meetings that if Mr. Pilch would give you a contract, you would make a wage proposal, is that correct?

The Witness: Yes.

* * *

[2078] * * * FRANKLIN DUNN SCHURZ, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Trial Examiner Leff: What is your full name, please?

[2079] The Witness: Franklin Dunn Schurz.

Trial Examiner Leff: And where do you live, Mr. Schurz?

The Witness: Pardon?

Trial Examiner Leff: Where do you live?

The Witness: In South B d, Indiana.

Direct Examination

Q. (By Mr. Sinsheimer) By what company are you employed, Mr. Schurz?

A. I am employed by the South Bend Tribune?

Q. What is your position with that company?

A. I am secretary-treasurer.

Q. How long have you held that position?

A. Since July, 1946.

Q. Prior to that time, what office, if any, did you hold?

A. I was vice president of the South Bend Tribune.

Q. How long did you hold that office?

A. Since 1929.

Q. What is the South Bend Tribune?

A. It is a corporation that publishes the South Bend Tribune newspaper. It is the owner of Radio Station WSCT.

Q. And the South Bend Tribune is a daily newspaper?

A. It is a daily and Sunday newspaper.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 33 two pages, the first headed "South

Bend Tribune, South Bend, Indiana," and the second, "South Bend [2080] Tribune, copy of data submitted to ANPA Special Standing Committee, Page Two."

(Thereupon, the document above referred to was marked Board's Exhibit 33 for identification.)

Q. (By Mr. Sinsheimer) Now, Mr. Schurz, were these two pages compiled under your supervision and direction?

A. They were.

Mr. Sinsheimer: I understand, Mr. Van Arkel, that you do not dispute the accuracy of the matters set forth in Board's Exhibit 33?

Mr. Van Arkel: What number is that, and have you got a copy?

Mr. Sinsheimer: Thirty-three. We do not have a copy, but will furnish you one.

Mr. Van Arkel: No objection. I don't mean no objection, but we don't dispute the accuracy of the figures.

Mr. Sinsheimer: I am offering Board's Exhibit 33.

Trial Examiner Leff: It is admitted.

(Thereupon, the document previously marked Board's Exhibit 33 for identification was received in evidence.)

* * *

[2081] * * * Q. (By Mr. Sinsheimer) Mr. Schurz, for what period of time has the Tribune had annual contracts with the South [2082] Bend Typographical Union No. 128?

A. The South Bend Tribune has had contracts, not all of them annual, for a period of at least 50 years.

Q. And for what period of years prior to 1947 have they been annual contracts?

A. Beginning with 1942 they have been annual contracts.

Q. Prior to 1942 what was the duration of the contracts?

A. Well, I cannot say back of 1925, because that is when I joined the paper. As I recall it, there was a three-year contract which went until January 1, 1929, and then we had a 10-year contract from January 1, 1929 to January 1, 1939, and a three-year contract from 1939 to 1942 and thereafter they have been annual contracts.

Q. Now, have all those been closed shop contracts?

A. They have been.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 34 a document consisting of four pages, the first of which is headed "Agreement."

(Thereupon, the document above referred to was marked Board's Exhibit 34 for identification.)

Mr. Sinsheimer: It states, "Between the South Bend Tribune and South Bend Tribune Union No. 128.

Q. (By Mr. Sinsheimer) I will ask you if you will state what Board's Exhibit 34 is?

A. Well, that is the last contract we have had with the [2083] Typographical Union 128.

Q. That was the contract for the period January, 1947 to December 31, 1947?

A. 1947, that is right.

Q. That is a correct copy of that contract, is that right?

A. That is right.

Mr. Sinsheimer: I offer Board's Exhibit 34 in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 34 is received.

(Thereupon, the document previously marked Board's Exhibit 34 for identification was received in evidence.)

Q. (By Mr. Sinsheimer) During the latter part of 1947, did you receive from the local union any notice of termination?

A. I received a termination notice October 27 of last year.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 34-A, a copy of the letter dated October 27, 1947.

(Thereupon, the document above referred to was marked Board's Exhibit 34-A for identification.)

Q. (By Mr. Sinsheimer) I show you Board's Exhibit 34-A and ask if that is the letter which you received from the union, a copy of the letter you received from the union?

A. That is correct.

[2084] Q. And you received that shortly after October 27th

A. I think we received it on that day, as I recall.

Q. And Mr. Brown is the president of the local union?

A. He is the president of Local 128.

Mr. Sinsheimer: I will offer Board's Exhibit 34-A in evidence.

Mr. Van Arkel: No objection, Mr. Examiner, except that I can't help but comment that I think we are cluttering up the record with this sort of thing.

Trial Examiner Leff: It is received.

(Thereupon, the document previously marked Board's Exhibit 34-A for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Now, after you received the letter of October 27, Board's Exhibit 34-A, did you have a discussion with Mr. Brown?

A. I met Mr. Brown and told him that we wished to negotiate a contract with the union and we agreed for a meeting which I believe was on November 7.

Q. Did you have a meeting on November 7?

A. Yes, we did.

Q. Where was that meeting held?

A. That was held in the office of the publisher, Mr. Miller.

Q. Who was present?

A. Mr. Miller, and myself, representing management, and [2085] Mr. Brown, Mr. Seelig, Mr. Henderson and Mr. Summers representing the union.

Q. Mr. Miller is the president of the Tribune?

A. He is the president of the Tribune.

Q. Mr. Brown is president of the union and who are the others?

A. The others, the other three, were the scale committee.

Q. What occurred at that meeting?

A. At that meeting they offered us conditions of employment and Form P6-A, and we said that since we had not seen either form before, we wished time to study them and then, before the meeting broke up, we offered them a proposal which said, in effect, that our present contract would continue in effect except any clauses that violated the law, and that the sections dealing with wages would be negotiated.

Q. Well, now, the conditions of employment for which you—did they contain any wage figure?

A. Yes, the wage figure was in it.

Q. What was that wage figure?

A. I don't remember now what the wage figure was.

Q. Do you remember whether the P6-A form which was submitted contained any wage figures?

A. As I recall it, it did not. It was just a blank form.

Trial Examiner Leff: Mr. Sinsheimer, was the conditions of employment form submitted at that time a long form or a [2086] short form? I assume it was the long form, is that correct?

Mr. Sinsheimer: It was the long form of conditions of employment.

Q. Well, it is the only form I have seen. I can't answer that question.

Mr. Sinsheimer: Well, I can state, and I think we can agree, that it was the long form, Mr. Van Arkel?

I will now ask the reporter to mark as Board's Exhibit 34-B a paper headed "We propose to extend the present agreement for a period of one year."

(Thereupon, the document above referred to was marked Board's Exhibit 34-B for identification.)

Mr. Sinsheimer: On top of this page there appeared the words "Exhibit 5." That has no relation to the case, and I have crossed it off.

Q. (By Mr. Sinsheimer) Mr. Schurz, is Board's Exhibit 34-B the proposal which you submitted to the union at that meeting on November 7?

A. Yes, that is the one we submitted.

Mr. Sinsheimer: I will offer Board's Exhibit 34-B in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: It is received.

[2087] (Thereupon, the document previously marked Board's Exhibit 34-B for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Following that meeting, did you have another meeting with the union?

A. Yes, we had another meeting on the twelfth of November.

Q. Were the same people present?

A. The same people were present.

Q. What occurred at that time?

A. At that time we said that we rejected the conditions of employment because they were not a contract,

and we said we had submitted the P6-A form to our attorney and that he had advised us that there were sections of P6-A which were unlawful, and he advised us not to accept that. I read portions of that letter from our attorney to the committee.

Q. Do you have the portions of that letter or that letter with you?

A. I have the letter with me.

Q. Can you state without the letter or do you desire the letter to refresh your recollection as to the part you read?

A. I would have to have the letter.

Mr. Sinsheimer: I will ask that the witness be permitted to refer to the letter to state what he read to the committee at that time.

Trial Examiner Leff: Very well.

[2088] Mr. Van Arkel: Why don't we put the letter in evidence?

Mr. Sinsheimer: It is all right with me.

I will ask that it be marked as Board's Exhibit 34-C, a letter dated November 12, 1947, addressed to the South Bend Tribune, consisting of four pages, and the fourth page is signed Huguenard, H-u-g-u-e-n-a-r-d, "By Mr. Aaron Huguenard."

(Thereupon, the document above referred to was marked Board's Exhibit 34-C for identification.)

Q. (By Mr. Sinsheimer) Is Board's Exhibit 34-C a letter which you received from your attorneys with respect to P6-A?

A. It is.

Q. And is that the letter from which you read portions?

A. That is right.

Q. On what pages were the portions of the letter that you read?

A. Well, I started in with No. 1 where it said "Paragraph A" and I read all or portions of each of the numbered paragraphs.

Q. That is, you read all or portions of each of numbered paragraphs to the end of the letter?

A. Yes.

Q. That is to the union members at this meeting?

A. That is right, I told them that if they cared to

read it over, they could. It was left on the table, I don't know whether they read it or not.

[2089] Mr. Sinsheimer: I will offer Board's Exhibit 34-C.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 34-C is received.

(The document previously marked Board's Exhibit 34-C was received in evidence.)

Mr. Sinsheimer: Since I have offered an original letter I am now asking leave to withdraw the original.

Trial Examiner Leff: Leave is granted.

Q. (By Mr. Sinsheimer) After you read from that letter at the meeting, did the union representatives say anything?

A. Well, they said they were not surprised that we didn't accept the P6-A, that they had understood the publishers had not accepted it.

Q. What else occurred at the meeting?

A. Then I suggested that they study the matter and see if they could come back with a proposal, a contract that we could all agree on and with that, the meeting broke up.

Q. Did you have another meeting with them after that?

A. The next meeting was on the seventeenth or eighteenth of that month about five or six days later.

Q. Were the same people present?

A. The same people were present.

Q. What occurred at that time?

A. Well, at that time they said they had no other [2090] proposal to offer and then we offered another proposal which was similar, slightly different than the first one, the same general content.

Mr. Sinsheimer: I will ask the reporter to mark as Board's Exhibit 34-D, a paper which is headed "Foregoing Contract as Continued in Effect for One Year," in the first line, and it contains several lines, and then a place for signature by the South Bend Tribune and the South Bend Typographical Union.

(Thereupon, the document above referred to was marked Board's 34-D for identification.)

Mr. Sinsheimer: That also bears at the head the notation "Exhibit 6" which has no relation to the case, and I am crossing that off.

Q. (By Mr. Sinsheimer) Referring you to Board's Exhibit 34-D, is that the proposal which you offered to the union at the meeting of November 17 or 18?

A. That is correct.

Mr. Sinsheimer: I will offer Board's Exhibit 34-D in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: That proposal was substantially the same as the previous one?

The Witness: That is correct, we just made a slight change.

[2091] Trial Examiner Leff: What is the change? I don't see any change. There is a change in the form of language, but the substance is the same.

The Witness: Well, the substance is the same, yes, that is right.

Trial Examiner Leff: The exhibit is received.

(Thereupon, the document previously marked Board's Exhibit 34-D for identification was received in evidence.)

Q. (By Mr. Sinsheimer) After you submitted that proposal, what occurred?

A. They said that they could not accept that proposal, they would like to negotiate a contract with the Tribune. If the contract were made for a year it was contrary to the directions they had received from their international union, and they would be liable to lose their old age and death benefits and even might lose membership in the union. Then Mr. Brown, the president, suggested that we divide the negotiations into two parts, that we negotiate wages first and let the negotiations of working conditions stay in the negotiations stage, and not conclude that. We said we did not like that idea, but for him to put it in writing for us to study, which he did, later.

Q. Who was acting as the spokesman for the union, anyone in particular?

[2092] A. Well, different ones spoke at different times. I don't know that anyone—as I recall on that day, it was Mr. Seelig who made the statement regarding the position of the union, their position, however, his statement was agreed upon by the other members of the scale committee.

Q. Following that meeting, did Mr. Brown submit a proposal?

A. He did.

Mr. Sinsheimer: I will show you a paper I am asking the reporter to mark as Board's Exhibit 34-E.

(Thereupon, the document above referred to was marked Board's Exhibit 34-E for identification.)

Mr. Sinsheimer: It starts out, "It is agreed that from and after January 1, 1948" and appears in the handwriting, appears to be in the handwriting, of some individual.

Q. (By Mr. Sinsheimer) I will ask you what Board's Exhibit 34-E is?

A. That is correct, Mr. Brown said that was his handwriting.

Q. Is that the proposal Mr. Brown submitted?

A. That is the proposal Mr. Brown gave me, yes.

Q. On November 17 or 18?

A. Well, I think probably it would be the eighteenth or the following day.

Trial Examiner Leff: What is that date, December 18?

The Witness: November.

Trial Examiner Leff: Oh.

[2093] Q. (By Mr. Sinsheimer) Did you make any reply to that proposal?

A. Yes, we said that that was not satisfactory, we wished to negotiate the entire contract at one time.

Q. Whom did you tell that to?

A. Mr. Brown.

Q. When was that, at a meeting?

A. No, I just met him a day or two later and told him that.

Q. What did he say?

A. I don't recall what he said. He accepted our statement.

Mr. Sinsheimer: I will offer Board's Exhibit 34-E in evidence.

Mr. Van Arkel: No objection.

Trial Examiner Leff: 34-E is received.

(Thereupon, the document previously marked Board's Exhibit 34-E for identification was received in evidence.)

Q. (By Mr. Sinsheimer) Did you have any further meetings with the union?

A. Yes, we met—the next time we met was January 23.

Q. Who asked to arrange that meeting?

A. Well, Mr. Brown and I had met and were discussing the fact that the 30-day clause would expire at the end of January, that is, we had a 30-day clause for negotiating a contract, and it would be well for us to get together and [2094] have another meeting, and we both agreed on it and decided on January 23 to hold that meeting.

Q. Were the same people present?

A. The same people were present.

Q. What occurred at that meeting?

A. Well, at that meeting I made the suggestion that possibly we could negotiate a contract by an exchange of letters. I had read in some publication where in Miami and Florida and in San Francisco a contract had been negotiated on that basis, and suggested that we might work out some such basis for the Tribune. They said they would have to study it. They doubted whether we could do that, but they would give the matter consideration. I also asked, again, if the reason that we couldn't get together on a contract was because of the possibility of their losing their old age benefits or death benefits or possibly losing membership in the union if they did make a contract, and they agreed to that statement. That was about all that was said at that meeting, as I recall.

Q. Well, did they say that they would consider—

A. They said they would study over that and we would meet again and see whether or not we could make a contract on a basis of an exchange of letters.

Q. Well, did you meet again?

A. Yes, we met again.

Q. When was that meeting?

[2095] A. The next one, I think, was on February 4.

Q. The same people?

A. The same people.

Q. What occurred at that time?

A. Well, at that time they said that an exchange of letters would be unsatisfactory and I pressed to know why it could be done in two cases and not in our case. They said they didn't know about the Miami situation. They did know that Mr. Baker was at the head of the San Francisco and they thought he might get in trouble as a result of what he had done, and in any case, they didn't feel that they could negotiate a contract on that basis.

Q. Do you know who Mr. Baker was?

A. Yes, they told me he had been president of the International Typographical Union before Mr. Randolph.

Q. Did they say anything about whether such an exchange of letters would be approved by the international union?

A. They said they were sure that it would be approved by the international.

May I add, on that meeting before, in January, did I say the twenty-first?

Q. I believe you stated the twenty-third of January.

A. I misspoke, it should have been the twenty-first of January, but we did have a meeting on the twenty-third of February.

[2096] Q. In other words, the meeting you have just testified to was in January, which was the twenty-first?

A. The only meeting we had in January was the twenty-first.

Q. And what you stated with regard to a January meeting was apropos of the meeting on January 21?

A. On the twenty-first, rather than the twenty-third.

Q. And this other meeting was on February 4?

A. The next meeting was February 4, that is correct.

Q. Did you have any further meetings?

A. We had a meeting on February 23.

Q. The same people?

A. No, Mr. Miller was out of town that day and I met with the other members.

Q. What occurred at that meeting?

A. Well, we discussed the situation again and they asked if we would negotiate wages separately, and I said we wanted to negotiate them all at the same time. We would negotiate wages, but we wanted to be assured that we would have the year's contract covering working conditions if we did, and there was no agreement reached, and the meeting broke up.

Q. Now, outside of the figures contained in the wages of employment, the wage figures, which were presented at the meeting on November 7, did you ever have any discussion as to wages during the course of these meetings?

A. No, we did not discuss wages.

[2097] Q. With respect to wages—

A. I will change that to this extent, that on the February 23 meeting they showed me some wage scales that

had been put into effect, but we didn't discuss wages on our paper.

Q. Had you given any wage increases to the Typographical Union during 1947?

A. We gave two increases.

Q. Will you state how those wage increases came about?

A. Well, both were voluntary increases. We had told, when we negotiated our 1947 scale—they had suggested that we might open up the scale in six months if the cost of living justified it, and we, the management, said we didn't want to do that, but that if costs of living did increase we were planning to—we would give an increase generally in the middle of the year. We did give such an increase both to the Typographical Union and the other employees. At that time it amounted to about seven and a half cents.

Q. An hour?

A. An hour.

Q. And did you later in the year give another increase?

A. We gave another increase just before Christmas of 10 cents to the Typographical Union.

Q. Since February 23, you have had no further meetings? No further meetings with the union, is that right?

A. No further meetings.

* * *

[2098] * * * Trial Examiner Leff: You have had no strike in your place, have you?

The Witness: No, we have not.

* * *

Cross Examination.

Q. (By Mr. Van Arkel) Mr. Schurz, during the course of these meetings that you had, did the union from time to time request you to talk wages?

A. Yes, they did.

Q. Did they ask that at each of these meetings?

A. No, I don't believe at the first or second meeting there was any mention of discussing wages. We were discussing conditions of employment and P6-A.

Q. Well, subsequent to that time, was the union making an effort to get you to discuss wages with them?

A. Well, after their suggestion that we divide the

two and discuss wages first and leave the other open, that suggestion was repeated, yes.

Q. And your position, I take it, was that you were not willing to discuss those matters until you had arrived at a form of agreement that was satisfactory?

A. That is correct.

Q. Did that request to discuss wages also include a request [2099] to discuss other economic matters, vacations, severance pay, hours, and that kind of thing?

A. Those were never—no, those were not raised.

Q. The union only requested to discuss wages?

A. That is right.

Q. Did you conclude from that that these other matters were satisfactory as they stood?

A. I thought so. I noticed that in the original conditions of employment it reduced the hours, but that didn't come up in any discussion.

Q. They didn't subsequently ask for any reduction in hours?

A. No.

Q. Or any discussions concerning hours?

A. No.

Q. Have you to this time been willing to discuss wages with the union?

A. We are perfectly willing to discuss wages. We said we were unable to agree on terms of a contract, that we would continue negotiations and wages would be retroactive when we finally determined them. However, we wanted, before we discussed wages, to know that we would have a year's contract.

Q. I see.

Trial Examiner Leff: Didn't the union offer you a year's contract on wages?

[2100] The Witness: They did on wages, but no on other conditions. I am not sure that it was a year's contract on wages.

Trial Examiner Leff: Well, I am referring to Board's Exhibit 34-E. Do you want to look at it? Was this submitted by the union?

The Witness: Yes, that is correct. They would have it on that basis.

Trial Examiner Leff: Yes.

Q. (By Mr. Sinsheimer) So that during this period what you wanted to obtain, Mr. Schurz, was an agreement

for one year in the form of the expired agreement with illegal clauses deleted?

A. That was our proposal.

Q. That was your proposal?

A. Yes.

Q. Did you ever recede from that proposal?

A. Yes, we said, when I suggested an exchange of letters that I thought we could make, possibly work out a simple contract which would be much shorter than the longer contract we had had previously.

Q. Well, did you ever propose to the union any form of exchange of letters to accomplish that purpose?

A. I didn't. I didn't present them with a letter, no.

Q. Well, was it your intention that these letters should substantially amount to that, that is, an agreement for one [2101] year?

A. That is right.

Q. In the terms of the expired contract minus any illegal clauses?

A. Well, I had suggested that we could shorten, possibly shorten the contract, just bring out the important points that we would agree on.

Q. But that was what the net effect of what you had in mind was, is that correct?

A. Yes.

Q. So is it fair to say that at no time have you receded from that position.

A. Receded from—will you tell me from what position?

Q. Well, as I understand it, your position in these conferences was that what you wanted the union to agree to was the old contract with any illegal clauses deleted to be effective for one year?

A. Yes, that was what we wanted. We said on the January meeting that we could probably shorten it, but that, in general, it would—

Q. It would amount to that in general?

A. Yes, that is right.

Q. And you haven't changed your position on that at any time?

A. No.

[2102] Q. Now, the union in the interim had, I believe, you stated offered, first, conditions of employment?

A. Well, they submitted the conditions of employment

and the P6-A at the same time, together, for us to take our choice.

Q. Did the union suggest that you might post your own conditions of employment if you preferred?

A. I don't recall that that was mentioned.

Q. Then the union made the proposal which is in evidence as Exhibit 34-E, is that correct, the handwritten proposal of Mr. Brown?

A. Yes.

Q. That you rejected?

A. That is right.

Q. Now, are you a subscriber to the bulletins of the Special Standing Committee of the American Newspaper Publishers Association?

A. We received the proposals of the Standing Committee.

Q. You received those bulletins?

A. Yes.

Q. Were you aware during this period that the advice of the American Newspaper Publishers Association was not to discuss wages with the representatives of the International Typographical Union unless and until they agreed to a contract for one year?

A. I saw those bulletins, yes.

[2103] Q. That was your understanding of the advice which the American Newspaper Publishers Association was giving?

A. Yes, I assume that was the advice.

Q. And were you following the advice which they gave in your judgment, Mr. Schurz?

A. No, I was following the advice of our attorney.

Q. Well, did that advice correspond with the advice being given by the Newspaper Publishers Association?

A. Yes, that is right.

Q. Before you asked for this opinion of your attorney, did you give him your own thoughts concerning Form P6-A?

A. No, I showed him—right after we had read them I showed them to him.

Q. Did you discuss it with him at that time?

A. Not until after he had read them.

Q. And then did you discuss them with him?

A. Then we talked about it, yes.

[2104] * * * Q. (By Mr. Van Arkel) Did you make it clear to your attorney that you felt that Form P6-A was undesirable because it was novel?

A. No, sir, I asked his advice.

Q. Had you previously seen the advice being given by the American Newspaper Publishers Association with respect to Form P6-A?

A. Yes, I had.

Q. And that advice was that that contract should be rejected?

A. Yes.

Q. Was your attorney also aware of that?

A. I don't believe he had seen any bulletins. He had attended the meeting in Chicago in September in which it was discussed.

Q. That is, the meeting of the American Newspaper Publishers Association?

A. Yes.

Q. At which they discussed Form P6-A?

A. I don't recall—I don't know whether P6-A was discussed then or not. I don't believe that they had been offered at that time.

Q. Now, did Mr. Brown in the discussion you had make any [2105] reference to the fact that the convention of the Typographical Union in August had adopted a collective bargaining policy?

A. Mr. Brown had attended the convention in August in Cleveland, I believe, and I don't recall now exactly what he said on his return except—I don't recall what he said. I read about the convention in the "Editor and Publisher" and other bulletins, but I don't recall what Mr. Brown said about it.

Q. Well, did Mr. Brown make it clear that Local 128 was going to follow the policy which had been adopted by the convention?

A. I don't recall that that was discussed. I didn't discuss the convention with him, that I remember.

Q. Did Mr. Brown say whether or not he had voted in favor of or against that policy at the convention?

A. I believe Mr. Brown was an alternate, so I don't know whether he would have the right to vote. He didn't say, though.

Q. Did he say at any time in your meetings that he was opposed to that policy?

A. He has recently said that he was opposed to it, that he favored bargaining with the employers.

Q. You say he has recently stated that?

A. Yes, sir.

Q. For the first time?

A. Well, I can't recall just when he said it for the [2106] first time.

Q. About when, do you have any idea? Was it before or after your negotiations?

A. Well, we are still in negotiations.

Q. Well, then, before or after the last meeting which you held with them?

A. Before the last meeting.

Q. Prior to that time, for some period, however, he did not say that he was opposed to the policy?

A. No, I don't recall him commenting on that.

Q. Has the spirit of your negotiations been a friendly one?

A. Very friendly.

Q. There have been no difficulties in your composing room?

A. No.

Q. No slowdowns, no strikes, no interruptions of work or anything of the kind?

A. No slowdowns or strikes. There was just—

Q. Do you still have an understanding that any wage increase reached will be retroactive?

A. We do.

Q. Do you plan any further conferences with the union, do you have any scheduled?

A. We have no schedule. We have agreed to negotiate again when either side asks for it.

Q. Now, these increases that you gave during 1947 were purely [2107] unilateral, were they not?

A. That is right.

Q. You didn't discuss them with the union?

A. No.

Q. Or reach any agreement about them?

A. No.

Q. Did they object to that in any way?

A. No.

Q. They merely accepted the increase?

A. They accepted it.

Q. And continued working?

A. Yes. I stated, in making them, that that would not affect our bargaining, that that was entirely unilateral.

Q. Well, did you tell them that after you had announced the increase or before?

A. Of course, on the July one, that was before—I believe before your convention, before the question came up. In the case of the one we made in December, we gave it to them at the time we were increasing other employees' wages, and I told Mr. Brown in advance what we were going to do, told him that it was unilateral, and that it would not affect our bargaining.

Q. So that your position has consistently been, up to this time, one of not discussing wages or other economic conditions unless and until the union agrees to a one-year [2108] agreement in the terms of the last year's contract with illegal clauses eliminated, is that correct?

A. Or some similar agreement.

Q. By that, you mean an agreement definitely for one year?

A. One year, yes.

Q. And at no time have you indicated any willingness to make an agreement for a lesser period, is that correct?

A. We have not offered any lesser period.

* * *

[2109] * * * JAMES CECIL RHODES, a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Van Arkel) Can we have your full name, please, Mr. Rhodes?

A. James Cecil Rhodes.

[2110 & 2111] Q. What is your present address, Mr. Rhodes?

A. 5953 Park Place, Hammond, Indiana.

Q. Where were you last employed?

A. Hammond Times, Hammond, Indiana.

Q. In what capacity?

A. As a printer.

Q. For how long have you been employed by the Hammond Times, Mr. Rhodes?

A. Almost seven years.

Q. And had you been a printer before that time?

A. Yes, for about 23 years, of which five years was served as an apprentice.

Q. Are you a member of Local 16 in the Typographical Union?

A. I am.

Q. Do you hold any position in that organization?

A. Not as an officer, no.

Q. In any capacity?

A. I am a member of the Newspaper Scale Committee.

Q. And for how long a period of time have you been a member of the scale committee?

A. Since last election, back in May.

Q. 1947?

A. That is right.

Q. Did you hear Mr. Harrigan's testimony here, Mr. Rhodes?

A. I did.

[2112] Q. Mr. Harrigan testified that the contract between the Hammond Times and Local 16 expired on October 21, 1947. Was that correct?

A. Yes.

Q. Or that the Chicago agreement expired, and that the Hammond Times has been working under the terms of that agreement?

A. That is correct.

Q. And that on October 21 he was presented by Mr. Freese with some conditions of employment. Had you had any part in the filling out of those conditions of employment?

A. Yes, I had, as a member of the scale committee.

Q. How were they prepared?

A. Well, they were prepared by the three members of the scale committee, Mr. Gerald Rhoden, the chairman, Mr. Tom Burns, and myself, president Pilch and vice president Girard.

Q. And did you then see that they got into the hands of Mr. Harrigan?

A. Yes, I did, through the chairman, Mr. Joseph Schreiner, and the foreman, Mr. Erwin Freese. I gave copies of the conditions of employment to the chairman on October 20 after they had been adopted by the union at the meeting on October 19.

Q. When you say "the union," do you mean Local 16?

A. Local 16, that is correct, and I instructed him to [2113] give them to Mr. Harrigan at a meeting that day, and I wasn't working, and that is how Mr. Harrigan got the conditions of employment.

Q. Were those presented to Mr. Freese as a formal proposal of the union, or to Mr. Harrigan?

A. Having been adopted by the union, that was the purpose. That was our aim, to secure those as conditions under which we would work.

Q. Now, Mr. Harrigan testified to a subsequent meeting which you had on October 24. At that meeting of October 24 did you tell Mr. Harrigan that you were not there to bargain collectively, that you represented no one, that you had no authority to bargain collectively and asked that he grant a substantial wage increase or anything like that?

A. On October 24 I asked for a meeting with Mr. Harrigan and invited the chairman of the chapel to go along with me, which had always been a practice of mine as a member of any chapel. If I had any discussion whatsoever with anyone above the foreman, it was always customary to take along the chairman, and I did so, and I suggested to Mr. Harrigan that he place into effect an adequate wage increase, and he wanted to know what I meant by an adequate wage increase and I glanced over on his desk, and in front of him he had a copy of the conditions of employment. I told him therein, and I put my finger on it, he would find what the members of the union [2114] felt was an adequate wage increase. That was what the members of the union had adopted at a regular meeting.

Q. Did Mr. Harrigan make any reply to that?

A. He asked me what would happen if he should happen to put into the pay envelopes or increase wages to the tune of $5, what would happen, and I told him in my own opinion, that it would be an insult to the members because it certainly wasn't an adequate wage increase due to rise in the cost of living. It certainly wouldn't compensate us, and I told him that in that I felt I could speak for the entire membership of the chapel, or words to that effect.

Q. Was there any further conversation there, Mr. Rhodes?

A. Mr. Harrigan told me that he would take that matter up with Mr. De Laurier and let me know what they decided upon.

Q. Was that the end of the meeting, then, Mr. Rhodes?

A. Yes, I believe that was just about the meat of that meeting.

Q. In the course of that meeting, did you say that you were not there to bargain collectively?

A. No.

Q. Did you say that you represented no one?

A. No. Mr. Harrigan was well aware that I was a member of the scale member. I would like to say, if. I might, that I think it was perhaps the first of August, within the first few days of the month that I approached Mr. Harrigan just [2115] outside the door of the composing and introduced myself and told him I was member of the scale committee, and that had been my custom in the past as a chairman, and I had been chairman of the chapel for five terms—I had asked Mr. Lutz, the former business manager when negotiations rolled around, for a new agreement with No. 16 if they anticipated any changes whatsoever, and the relations with the employees at the Hammond plants, and I asked him, knowing that he was a newcomer to the printing business, I asked him if he felt that there would be any change in the relations as had existed in the past, and he said no, none whatsoever.

Q. Did you say, in the course of that meeting of October 24, that you had no authority to bargain for anyone?

A. No, I wasn't asked, I don't—

Q. Did you state during the course of the meeting that you could not state what might be an acceptable figure by way of a wage increase?

A. No, as I testified, I pointed to the conditions of employment as what the union had adopted and we of the Hammond Times, as members of No. 16, and we had voted ourselves.

Q. Did Mr. Harrigan during the course of that meeting ask you whether he could have any assurance that any wage increase granted would be acceptable, and that you stated no, that you didn't represent the men?

[2116] A. No, I made no such statement.

Q. Now, during the course of that meeting of October 24, did Mr. Harrigan at any time reject the wage increase which was contained in the conditions of employment?

A. No, as I stated, he told me that he would take the matter up with the publisher and let me know what they decided to do about it.

Q. And that was the way the meeting ended, then?

A. That is correct.

* * *

[2120] * * * Q. (By Mr. Van Arkel) Had there been difficulties with the monotype machines?

A. Well, not—I wouldn't say difficulty with the machines. We had difficulty in supplying enough material for the work, the ad composition, the machine work that was done in the composing room with one man to operate the monotype caster machines. Prior Mr. Freese being elevated to the foremanship, we had a foreman that was brought in from Dayton, and while he was foreman, the condition of the type cases and the material deteriorated until we didn't have anything to work with, and I went to the foreman—I was chairman at the time—and suggested to him that he hire a monotype caster man, to put him on the night shift. I told [2121] him that. He told me that if I could locate one he would be glad to hire him. They were really hard to get hold of at that time, and as I understand, still are. So I finally contacted a monotype caster man and invited him over and introduced him to the then foreman. He told me that he talked to the management, that they had refused to allow him to put on an extra monotype caster man, so the man went about his way, and from that time on, why, we had trouble. We worked not from day to day, we worked from hour to hour and sometimes from minute to minute in order to get material from the caster. We had to wait for material in the ad room on numerous occasions. We were terribly handicapped.

* * *

[2129] * * * Q. Now, Mr. Harrigan testified about a meeting on November 5 which he had with you and Mr. Schreiner. Did you have a meeting with Mr. Harrigan on November 5?

A. No, sir.

Q. Did you have a meeting about that time?

A. Yes, sir.

[2130] * * * When was that meeting?

A. We had a meeting on November 4.

Q. Do you recall what day of the week it was?
A. Tuesday.
Q. Now, what happened at that meeting?
Trial Examiner Leff: Before you go into that, you said there was no deliberate slowdown. Did you see any signs of any slowdowns that might not have been deliberate, that might have been due to—
The Witness: No, as I stated a while ago, Mr. Examiner, it would be impossible for that number of men to slow down and produce that many pages a week. It would be impossible.
Q. (By Mr. Van Arkel) Had there been any illness in the composing room around this time, Mr. Rhodes?
A. Yes, the boys had been working quite a little overtime and in one particular week, the latter part of November—in fact, we had four men that quit and there were six men that were off at least one day, and I believe there was one man off because of a death in the family.
Q. Was that late in November or late October?
A. Well, I don't remember the date, but it was just prior to the Sunday in which we published a 44-page paper. I don't remember the date, but I remember the fact that it was the first 44-page paper that they had ever published since I have been working for the Hammond Times.
[2131] Mr. Van Arkel: I will just mention this to the Examiner. November 2 they published the 44-page paper.
Q. (By Mr. Van Arkel) Now, to return to this meeting of November 5, would you tell us what happened at that meeting, Mr. Rhodes?
Mr. Van Allen: Mr. Rhodes just testified there was no meeting on November 5.
Q. (By Mr. Van Arkel) On November 4, excuse me.
A. We had a meeting of the chapel.
Q. When was the meeting of the chapel?
A. On November 4.
Q. Well, what happened at the meeting of—first, what action did the chapel take on the fourth, Mr. Rhodes?
A. Some member of the chapel had gotten word that there was being prepared another notice to be published in the paper accusing the printers of slowdown, and the members of the chapel seemed to be somewhat disturbed

by it, and called a chapel meeting, and appointed me to represent them before the publisher, and I was instructed to notify the publisher that the members of the chapel deeply resented the false accusations that had been printed against us, printed in the paper about so-called slowdowns, and the chapel also appointed Mr. Schreiner, the chairman, and Mr. Freese, the foreman, to accompany me.

Q. And then what happened at the meeting?

[2132] A. I asked for the meeting and I asked for a meeting with both Mr. De Laurier and Mr. Harrigan. We met in the office of Mr. De Laurier, I believe. I believe it is his office. There were two offices together there. I stated the reason why we were there. I told them in no uncertain terms that we, the members of the chapel, deeply resented being falsely accused of slowdowns in the composing room, and then I went into detail to explain why the papers were late, and I told Mr. Harrigan about the condition of the material, about the machines, about the supplements, and that the volume of advertising had increased to such an extent that there was just more work than we could handle with the number of men and the equipment that we had in the composing room.

I explained to him the manner in which the machines were operated, the five machines as ad mills, and the two setting classified and so forth, and attempted to explain to him and show him that the printers had not slowed down in their work whatsoever. There had been a great number of hours worked overtime. I myself had even worked on my sixth shift. I never liked to work overtime. I don't think any man does, but a great many of the fellows had, and a number of them had stopped. Some had gotten sick and others had stopped working overtime.

* * *

[2134] * * * Q. What happened during the rest of this meeting of November 5, Mr. Rhodes?

A. Well, after I had attempted to explain to the management why the editions were late, explaining to him the fact that the time had been set up and the fact that it was just an impossibility, and I pointed out to them that we were setting more ads than they had

ever set in the history of the paper, and that we just had more work than we physically could do. The advertising department had turned away ads. I am aware of that, was told so by Mr. Postelwait, the advertising manager, because they absolutely couldn't handle it.

Q. What was Mr. Harrigan's reply to your complaint or Mr. De Laurier's?

A. Mr. De Laurier—Mr. Harrigan was spokesman. He stated that all things were equal, and I told him that I had just explained that all factors weren't equal, that simply because you had a number of pages one day and one week, didn't mean that because you had the same number of pages the following week that you would be able to get them out in the same number of hours. It is an impossibility because all ads are not the same, some have more angle work in them, some may require more time, one may require more machine composition, and then, [2135] of course, the factor of not having material would force us, at times, to have actual standing time when you could have been busy if you had the material and the equipment with which to do the job.

Q. Did Mr. Harrigan agree to withdraw the notice which—

A. No, I told him that I hoped that there would be no more statements in the paper. I think it was about that point that Mr. Schreiner made the statement something to the effect that the men had worked a lot of overtime, that they were fagged out, but had he taken my suggestion in the meeting of October 24 and put an adequate wage increase into effect, that perhaps the fellows would even struggle a little harder and work more overtime. Then I believe Mr. Harrigan asked me if we were there, then to negotiate a wage scale. I told him no, that we were sent out as members by the members of the chapel to tell them that we resented the statements published in the paper falsely accusing us of slowdowns. That was all.

Q. Did Mr. Harrigan in the course of that meeting make any request that you commence to bargain with him for a new agreement other than asking the questions?

A. No.

* * *

[2138] * * * Q. Did you have a meeting on the fifteenth?

A. Yes, I believe it was the fifteenth.

[2139] Q. Could you tell us what occured at that meeting?

A. Well, I asked the foreman if he would notify Mr. Harrigan if he, Mr. Harrigan, came through the composing room, that I would like to have a little chat with him, and I told the foreman for what purpose. I told him I wanted to thank him for failing to notify us of any action that was taken by the publisher, and also I wanted to thank him, although they didn't notify us, of any action that was taken with regard to the meeting on November 4, but I wanted to thank him for the fact that they hadn't published any more statements in the paper.

Q. Were you referring there to a request for a wage increase?

A. That is right, on November 4.

Q. Had you, up to November 15, received any reply, Mr. Harrigan, with respect to your request for a wage increase?

A. No.

Q. Excuse me for interrupting. Go ahead, Mr. Rhodes.

A. Mr. Harrigan did come in to the composing room and I had quite a little lengthy chat with him. I told him that I thanked him, in a kidding way, for failing to notify me that he and the publisher didn't take any action on the suggestion of the adequate wage increase, but I did thank him sincerely because they had not published any more statements in the paper. I told them it did have an effect upon the morale [2140] of the members in there, and Mr. Harrigan told me that he was deeply concerned about the Chicago situation. He wanted to know what the possibilities might be. I think I told him that on my own opinion I didn't know, but we hadn't been able to reach an agreement, and we made a proposal to the publishers in completeness, and the publishers had refused to make a complete proposal to us, and of course, the situation was serious. He told me that regardless of whether or not there was a strike in Chicago or whether or not the publishers locked out our members, that they expected to continue to publish a paper and

publish the Hammond Times with union printers. Those might not have been the exact words, but that was the substance. I asked him if he meant to infer that if the situation came to the point that we would have to post conditions of employment or if we were forced to adopt a wage scale and post it, would they abide with it and go along with us, rather than go along with the Chicago publishers.

Mr. Reilly: I wonder if you would raise your voice just a little bit. I didn't catch what you said about—you said "regardless of a wage scale"?

Trial Examiner Leff: Suppose we have the reporter read back just the last few lines.

(The record was read.)

The Witness: His answer to that was absolutely, as I [2141] told him, "Bill," I said, "You speak with all sincerity, and I believe that you are sincere and honest, but I do not believe that you speak for the publisher." I said, "I can't go and tell the members that, because I don't believe that you are speaking for the publisher, but if you are, in all fairness to the members of the composing room, I invite you to post such a notice as that, an interoffice notice on our bulletin board so that the members know it."

Q. (By Mr. Van Arkel) What was his reply to that?

A. I don't believe that he gave me a reply.

• • •

[2142] • • • Q. At the close of that meeting, were you left with the impression that the Hammond plant would pay the scale requested by the union in the event of a strike?

A. As far as Mr. Harrigan was concerned, I was convinced. I wasn't convinced that the management would pay.

Q. Were you in the composing room on November 24th?

A. On the 24th? Yes.

Q. Can you tell us what happened on November 24th?

A. Well, I was only in the composing room for a brief period. I didn't work. I was notified later that day, that evening, by the chairman that Mr. Freese, the foreman, had been called [2143] in that day, it being a Monday and his regular off-day, but he had been called

in. By whom, I don't know, and he had gone into a meeting with Mr. Harrigan, the business manager, and I was told by the chairman, being a member of the chapel, that the business manager, Mr. Harrigan, had assured me, the chairman, and Mr. Freese, the foreman, that they were going to go along and pay the increase that was adopted by the union at the Sunday meeting of November 23rd.

Q. Did you take any action when you learned that?

A. No, I was just notified by the chairman, being a member of the chapel. He notified me. I wasn't present. He notified the chapel that that was the attitude of the management and he told me, and I only told him that I was grateful indeed that that was their attitude if that was their attitude. I had been wrong in telling Mr. Harrigan, when he told me that he would go along and pay an increase in the meeting of November 15th, that I didn't believe that he spoke for the publisher. That was all the conversation I had with Mr. Schreiner regarding that meeting with Mr. Harrigan on Monday, November 24th.

Q. Now, did you report that back to Local 16 or any officer of Local 16?

A. I think I notified Mr. Pilch. I felt certain that they would go along and pay the increase.

Q. Did you have a meeting with Mr. Harrigan on November [2144] 26th?

A. Yes, on the 26th, about 8:20, I think it was, I called down and inquired of Mr. Harrigan's secretary to have a meeting. I told him I thought it was rather urgent and he told me to come on down. So I again took Mr. Schreiner, the chairman, down with me and went into Mr. Harrigan's office and I told Mr. Harrigan that I was thankful for the position that the management had taken in assuring the chapel through the chairman, Mr. Schreiner, and the foreman, Mr. Freese, that they were going along and pay the increase.

Somewhere in there, right after the meeting opened, why, he called down Mr. Freese. Mr. Harrigan told me that, "If you got that impression or if the chairman and the foreman got that impression it isn't what I meant."

I said, "I am sorry, certainly, to hear that. Just exactly what did you mean?"

He says, "Well, what I meant was that I expected the men to stay on their work for what they were getting for the old scale."

I told him, "No," that we couldn't do anything like that because we had taken an action on November 24th to strike and the wage scale was adopted by the union.

* * *

[2145] * * * Q. (By Mr. Van Arkel) Will you continue to tell us about [2146] the meeting on November 26th, Mr. Rhodes?

A. I told Mr. Harrigan that, of course, we were members of the Typographical Union No. 16, that we had taken an action to strike for that wage, an increase of $14.50 and $15, and that we were no different from any other members of No. 16, and he insisted, "Well, we haven't had time enough". I said, "Surely you know what has been going on for all these many months", and he still insisted that they didn't have time.

I told him that I would be in the composing room until 10:45. It was about 8:35, between 8:35 and :40 at that time, and I told him I would be in the composing room until 10:45 and unless we received an answer from him to the contrary by that time, that I would assume that he was not going to pay the wage increase that was adopted.

Q. Was there any discussion in that conversation about your being authorized by Mr. Pilch to represent Local 16?

A. Yes, I stated to Mr. Harrigan that I came in with the authority of the president of the local having not had a reply to the night letter or telegram, that I was to ascertain as to whether or not they were going to pay the increase.

Q. In that conversation, did Mr. Harrigan explain at all his reasons for not granting a wage increase?

A. The only reason he gave was that he hadn't had time enough. I told him that I thought since July 30th he knew what had transpired. I had submitted to the foreman and [2147] asked the chairman to submit other material and asked the foreman to supply a copy of everything that was sent out by the union, all notices, and he still insisted that some of the things—some of the directors were scattered all over the country, and that he

didn't have time to get them together. I said, "Surely the directors know what has been going on here all of this time", and I told him I would be in the composing room until 10:45.

Q. Did Mr. Harrigan, in that conversation, say it was unfair and unreasonable to insist that the Hammond plant take the lead in granting a wage increase?

A. I don't remember any such statement.

Q. Did he state in that conversation that they would agree to abide by the terms of any settlement that was reached in Chicago with the publishers?.

A. Yes, I believe he did. I believe he did.

Q. Did he at that meeting offer to make retroactive to that time any settlement which might be reached in Chicago?

A. No, definitely not.

Q. Did he at any meeting make that proposal that any pay granted would be retroactive?

A. No, never.

Q. Did that subject come up in discussion at all, the question of making any settlement reached in Chicago retroactive?

A. It was never mentioned.

[2148] Q. About what time did your conference end with Mr. Harrigan, Mr. Rhodes?

A. Oh, I think between 8:35 and 8:40.

Q. And what happened subsequently?

A. I retired to the composing room and waited patiently until not 10:45 but 10:46. There wasn't any answer so I called a chapel meeting.

Q. Had you been working in the meantime?

A. No, I was off.

Q. I mean, was the composing room working during this time from—

A. Oh, yes.

Q. From 8:30 to 10:45?

A. That is correct, regular operations in the composing room, and I called a chapel meeting and notified the members of the chapel the position, the reverse position, of the management of the Hammond Times after having told them through their chairman and the foreman on Monday, November 24th, that they were going to go along and pay the wage increase, that they would do that and that they had an about-face and decided that they ex-

pected us to stay on and work for the same wages that we were getting.

I said, "We can't do that, we voted to strike, and therefore, remaining on the job would be ratting", so I told the members to leave the premises in an orderly fashion, not [2149] to disturb anything in any manner whatsoever, and it was about that time—how many minutes had elapsed, I don't know—I looked at the clock and Mr. Harrigan came rushing into the composing room and did hand to Mr. Schreiner a letter, and that letter stating the position of the Hammond Times. They had expected us to stay on, that it was still their position that they feel duty bound, or whatever, to abide by whatever was agreed to between No. 16 and the A. N. P. A. I read the letter, the meeting had already broken up, and we left the premises, but I don't know exactly what time. I don't think that it took over ten minutes for the fellows to get their work tools or hats and clothes and things together and leave.

Q. Did you have any meeting with Mr. Harrigan again, then, before December 11th?

A. No, I didn't have any. Well, I am not sure about the date. I believe it was December 12th.

Q. December 12th. Was that the meeting with Mr. Pilch?

A. Yes.

Q. And yourself and Harrigan present?

A. In president Pilch's office.

Q. Now, will you tell us what happened at that meeting?

A. Well, that was a rather brief meeting. Mr. Harrigan stated that he wanted to bargain collectively, the first time he had ever made any statement to that effect, to my [2150] knowledge, he said that he had the power to sign a contract or reach an agreement. I don't recall all of the conversation. He stated at that meeting that he had never received a copy of the conditions of employment. I told him that he was mistaken because I knew that he had received a copy, I had seen it in front of him on his desk in a meeting I had with him on October 24th. Nevertheless, we submitted him, officially, then, President Pilch handed him, a copy of the conditions of employment, and President Pilch handed him the one page of Form P6-A and told him to attach that over the italics on the

conditions of employment with the full, completely filled out portion, and that if we could agree on that basis, why, then we would sign.

I won't question whether or not Mr. Harrigan read it, because the meeting was interrupted by a telephone call to Mr. Pilch, and Mr. Harrigan stepped outside and Mr. Pilch completed the telephone call, and as I remember he came back in and he immediately—he rejected both the conditions of employment and P6-A.

Q. You mean Mr. Harrigan?

A. Mr. Harrigan, yes, and I don't remember the exact language, but Mr. Pilch asked him, then—he told him if he didn't like that to submit a proposal of his own, and I believe Mr. Harrigan's words were, "Well, I will do just that", and I think our meeting broke up on that.

[2151] Q. Now, did you subsequently receive any counterproposal from Mr. Harrigan?

A. No.

Q. When did you next meet with Mr. Harrigan, Mr. Rhodes? Before we get to that, did Mr. Pilch during this meeting of December 11, or 12, say that Form P6-A or conditions of employment were the only things he would sign and that a new agreement with the Hammond Times was out of the question?

A. No, we asked him to submit a proposal, rather, Mr. Pilch did.

Q. Was there any discussion of wages at that meeting?

A. No.

Q. Did you make any request to discuss wages?

A. No, I don't recall anything outside of the proposals that were submitted as a basis for negotiations.

Q. Now, when did you meet next with Mr. Harrigan?

A. The first part of January, I don't remember the day. Perhaps it was—it was on a Saturday in the early part of January, the first or the second Saturday, I am not certain. We met with Mr. Harrigan through the Indiana State Mediation or Conciliation Service, with Mr. Harrigan, the State Mediator, myself and Mr. Guy E. Cobb, a member of the Hammond Times Chapel. The State Mediator called me and told me that he understood, he had had conversations with Mr. Harrigan, and he understood that he was ready to reach an agreement.

[2153] I contacted Mr. Pilch, our president, and told him about the mediator having called me and he told

me, well, to go ahead and proceed, take in one of the members of the chapel, and I did, Mr. Cobb, and we met in the office of Mr. Harrigan.

There was a little conversation about the ridiculousness of us being out on strike, and I think I stated it was certainly a ridiculous situation when they wouldn't pay us a needed increase, that if they would go ahead and produce the kind of paper that they were, that people couldn't read, uselessly losing money—I think I mentioned the fact that they were probably losing about $3,000 a week to my estimation on classified advertising alone, "so why not pay us the scale that we had adopted and let's go back to work just like we were."

The conciliator asked for Mr. Harrigan outside— that is the way he did business, he had Mr. Harrigan over in one room and Mr. Cobb and I in another and he paraded back and forth to Mr. Harrigan and then back to us, and finally he said, "Well", he said, "I think I have just about hit it on the head, here. I think Mr. Harrigan has gotten up to almost $14.50. I have got him up to $12.50 and he wants to reach an agreement and save face, so he wants to know if it wouldn't be possible for you to have some kind of an agreement whereby the union signs it and he would sign it, under the table affair, and leave it in the hands of the State Mediation [2155] Service."

I told Mr. Smith that I didn't like the idea of this under-the-table business, but if he was that close to $14.50, and he had himself expressed to me the thought that being that close we would perhaps—that we had better get in touch with Mr. Pilch and maybe we could iron the thing out, and I said, "I don't think we will have any trouble in reaching $14.50."

Well, rather reluctantly I agreed to call Mr. Pilch and I did and arranged a meeting and Mr. Smith and I went in and met Mr. Pilch down at a hotel, about 53rd Street. We met up in the lobby and had a conference for about an hour and a half, and we felt like we perhaps were making some headway, anyway, and we asked for another meeting.

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[2156] • • • Q. (By Mr. Van Arkel) You were describing, Mr. Rhodes, this meeting that you had with Mr. Pilch and the conciliator in Chicago. Will you tell us, briefly, what happened at that meeting?

A. It was decided by Mr. Pilch and I that if there was a [2157] possibility, there, to get together and settle the matter, fine and dandy. We asked Mr. Smith, he having arranged the other meeting, to call Mr. Harrigan and see if it wasn't possible to arrange a meeting with Mr. Harrigan and Mr. De Laurier the following day, which would be Sunday. Mr. Smith went to the phone and was gone for quite some time, I would estimate ten minutes, maybe more, and he came back rather upset and stated that—well, he asked me, he said, "Well, did I look drunk when I was in the meeting with you and Mr. Harrigan?"

I said, "No, not that I know of."

He says, "Mr. Harrigan has just repudiated everything that he told me, even indicated that I must have had a few drinks."

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[2158] • • • Trial Examiner Leff: You are offering it merely as a report by the conciliator upon which this witness guided himself and not to establish the truth of what Harrigan told the conciliator?

Mr. Van Arkel: That is right.

Trial Examiner Leff: On that basis, I shall allow it.

Q. (By Mr. Van Arkel) What happened after that, Mr. Rhodes?

A. That was all, we separated and went our ways home.

[2159] Q. When did you have another meeting with Mr. Harrigan?

A. The fourth Monday in January.

Q. Will you tell us what happened at that meeting?

A. That was a meeting that was arranged by Mr. Coombes, I believe, the chairman of the building trades of the Central Labor Union, Lake County, I believe. I am not certain that that is his exact title, and he arranged this meeting. Present were Mr. Harrigan, the circulation manager of the Hammond Times, Mr. Cornwald, Mr. George Reid, a member of our Hammond Times chapel and a delegate to the Central Labor Union, Mr. Joseph Schreiner, the chairman of the chapel, myself and Mr. Coombes and Mr. Pilch. The meeting was opened up and we discussed Form P6-A, conditions of employment, and Mr. Harrigan rejected them after some discussion and we asked him to submit—if he didn't like those and he

had rejected them, to submit a proposal of his own, and I believe that he stated that well, he would submit one tomorrow, and he went back to a little discussion with Mr. Coombes.

He thought, perhaps, that maybe a one year contract might be all right and we told him that while a one year contract might work out satisfactorily with him in the building trades we didn't feel that it would give us exactly what we wanted.

Somewhere during the conversation, Mr. Harrigan asked the question, "Well, suppose I offer or if I offer $14.50, [2160] will you offer a one year contract"?

We answered him that if he wanted to submit a proposal, to put the wages, hours and everything that he wanted into it and submit it to us. Mr. Pilch asked Mr. Harrigan if he hadn't made the statement, made a public statement, that he was going to destroy the Typographical Union as far as the Hammond Times was concerned, and Mr. Harrigan stated, yes, he had made such a statement.

Then Mr. Harrigan stated his final position. He stated that he had rejected Form P6-A, that he had rejected conditions of employment, and he stated that the position of the Hammond Times was that unless the men went back to work tomorrow, meaning Tuesday, that they wouldn't go back to work on the basis of a settlement reached between No. 16 and Chicago publishers, and that then, if they ever did go back to work, that they would go back to work under a one year's contract signed at his terms.

Mr. Pilch asked him again to make it clear. He stated the position again, and to be absolutely correct on it, he asked him the third time, and he stated that that was his position.

Some discussion got in there, then, about the final position, after the final position of the Hammond Times management, about the injunction, something about the fact that Mr. Harrigan had been a labor leader, there, a number [2161] of years, and they were quite surprised that he had filed an affidavit in support of the injunction, and we asked him if he was in favor—Mr. Pilch asked him if he was in favor of government by injunction and he stated, "Yes, in this case", and I think it was following that that Mr. Pilch made the statement that there wasn't

enough steel to make bayonets enough to force people to work if they didn't want to or, either, against their will, I don't remember. That was the substance. We were all very upset, and I got my hat and coat and we finally got straightened out.

Trial Examiner Leff: Did you put your hat back?

The Witness: Yes. I asked Mr. Coombes, before we left, if he still wouldn't try to get Mr. Harrigan to submit to us a proposal. I asked Mr. Harrigan, my final word with Mr. Harrigan, to forget about all that, pay us the increase and put the men back to work and let's do away with all this and get out a decent newspaper that the people could read. I shook hands with Mr. Harrigan as he went out. That was all of that meeting.

Q. (By Mr. Van Arkel) I believe it was your testimony, Mr. Rhodes, that on December 11th Mr. Harrigan had stated for the first time that he would present a counterproposal?

A. The 12th, I believe, that was.

Q. 12th, excuse me.

A. I may be mistaken.

[2162] Q. And did you ever receive any counterproposal thereafter?

A. No.

Q. Then did Mr. Harrigan repeat that on January 26th and say that he would submit a counter-proposal?

A. Yes.

Q. On the next day?

A. And changed his mind.

Q. In any event, you never received any counterproposal since that time?

A. That is true.

Q. Have you ever received any proposal on wages from Mr. Harrigan at any time?

A. Not unless you would consider the proposal that he made—he didn't make any proposal, the proposal that I was told that he made to Mr. Smith, if you could consider that a proposal. I never heard that part of the conversation.

Q. At the meeting of January 26th, did Mr. Pilch make the statement that he was ready to sign a contract only in the form of conditions of employment or Form P6-A?

A. No.

Q. Did Mr. Harrigan, during the meeting of January 26th, ask Mr. Pilch, if they could get together on wages, would Mr. Pilch sign a separate agreement for the Hammond Times, and did Mr. Pilch answer, "No" to that?

A. The only thing that I remember about the wages was, he [2163] asked if they made an offer of $14.50 would he sign a year's contract, as I remember the conversation. Mr. Pilch asked him to put it in writing and submit a complete proposal along with everything that he wanted in the contract.

Q. But did Mr. Pilch at any time during that meeting refuse to give the Hammond Times a separate agreement if an agreement could be reached on wages?

A. I don't recall any offer being made other than that I stated.

Q. Did Mr. Pilch, in the course of that meeting, say that the union members would not go back to work no matter how the injunction suit came out?

A. No, no such statement was made.

Q. Was there any discussion along that line at that meeting?

A. No.

Trial Examiner Leff: When did Mr. Pilch refer to bayonets? Was that at that meeting, that there weren't enough bayonets to bring the men back to work?

The Witness: As I understood him, and as I remembered the conversation, he said there wasn't enough steel to make bayonets enough to force men to work, either, "against their will" or "if they didn't want to work", and that is as my memory serves me the words of Mr. Pilch. That is the contents of it. It may not be the exact words, but to the best of my knowledge that came after Mr. Harrigan had made the [2164] statement that he was in favor of government by injunction.

* * *

[2165] * * * Q. Was any question addressed to Mr. Harrigan at that meeting asking whether or not he would sign an agreement at the meeting of January 26th?

A. Any question as to whether Mr. Harrigan would sign an agreement?

Q. Yes.

A. I don't quite get the question.

Q. Mr. Harrigan, I will say, testified that Mr. Coombes —I believe my notes are right—opened the meeting by directing a question to Mr. Harrigan asking whether or not he was willing to sign a separate agreement with Local 16 for a definite term. Was any such question ad-

dressed by Mr. Coombes to Mr. Harrigan that you recall?

A. I don't remember the exact language of it, but there was a statement made. I don't think it was to that effect, directly, I mean as a whole.

Q. Do you recall how Mr. Coombes opened the meeting up, Mr. Rhodes?

A. Well, he was interested in seeing a settlement reached if it was possible to do so. I don't recall all of the conversation but he stated that we were there together and if we thought we could do better without him, why, he would leave the room. I don't recall all of the statements that were made.

[2166] Q. Well, do you recall whether or not Mr. Coombes, at the opening of the meeting, addressed questions to Mr. Harrigan and to Mr. Pilch as to whether or not they were willing to sign an agreement?

A. I think he opened with the statement asking if both parties were willing to sign an agreement if such could be reached. I think Mr. Harrigan answered yes and Mr. Pilch stated yes, if we could reach an agreement we would sign.

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[2205] • • • JOHN J. PILCH was thereupon recalled and testified as follows:

Direct Examination.

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[2207] • • • Q. Who are authorized to represent Local 16 for collective bargaining purposes?

A. The scale committees. We have two sets of scale committees; one authorized to bargain collectively with the newspaper publishers and another authorized to bargain with the commercial employees.

Q. Mr. Rhodes I believe is a member of the newspaper scale committee, is that correct?

A. Yes, and the president of the union directs all negotiations for collective bargaining agreements.

Q. Did you have a meeting with Mr. Harrigan on December 3d?

A. Yes, I did.

Q. Had you previously met Mr. Harrigan?

A. Yes, sometime in July.

Q. Will you tell us what occurred at that meeting?

A. On December 3d?

Q. Yes. First let me ask you, how had that meeting been arranged?

A. The meeting was arranged by President Bannerman of Chicago [2208] Mailers Union No. 2.

Q. Will you go ahead and tell us what happened?

A. I don't—is that the meeting that—I believe that is the meeting that Mr. Harrigan and I met at the Stevens Hotel. Mr. Harrigan indicated that he wanted to find out from me how the situation at the Hammond Times could be settled, and I told him that upon payment to our people of $14.50 and $15.00, that our members would go back to work in the composing room, because of the fact that that was the adopted scale of the union and the members of No. 16 had voted to strike to effect that scale, and then Mr. Harrigan discussed with me the possibility of an individual agreement with the Hammond Times after this Chicago situation was cleared up.

At that time I told him that I didn't see any serious objection to an individual agreement being signed with the Hammond Times if the union would approve, and if the contract was predicated upon the terms and conditions that were arrived at between the union and the Chicago publishers.

Mr. Harrigan did not make any commitments. He said that he was going to discuss the matter with the publisher.

Q. Was that the end of the meeting then?

A. About that, yes.

Q. Did he also say he would discuss the wage increase problem with the publisher?

A. He said he would discuss the conversation that he and I [2209] had with the publisher. That covered everything.

Q. Did Mr. Harrigan ask at that meeting to negotiate an agreement?

A. No. No, he did not ask to negotiate an agreement. He asked about the possibility of arriving at an agreement after the Chicago situation was cleaned up.

Q. Did you during the course of that meeting tell him that you could not negotiate an agreement with him?

A. No, I didn't.

Q. Did you have a luncheon meeting on December 5th with Mr. Harrigan?

A. Yes.

Q. How was that meeting arranged?

A. That meeting was also arranged by President Bannerman of the Mailers Union.

Q. Will you tell us what happened at that meeting?

A. Well, Mr. Bannerman and I journeyed to Hammond to meet with Mr. Harrigan, and I thought with Mr. DeLaurier, but Mr. Harrigan showed up alone and most of the discussion was taken up with Mr. Harrigan's statements about reprisals that the Chicago Newspaper Publishers might put into effect if the Hammond Times went along with the union and paid $14.50 and $15.00.

Q. Did he describe what those reprisals might be?

A. Well, in effect he said that the Chicago newspapers might [2210] flood the Hammond area with free newspapers, thereby jeopardizing their own publication and my answer to him was that I certainly felt that he had grounds for fearing that reprisals would be made, in my opinion, but however I felt that the community spirit, events by the residents of Hammond, necessarily would block any attempts by anybody to effect any reprisals on the Hammond Times, because I felt that the citizens themselves wanted a newspaper, wanted a home newspaper, and I also stated that certainly I felt that organized labor in that area would do everything possible to protest any reprisals that might be effected.

Q. Did Mr. Harrigan during the course of that meeting say that the Chicago newspapers would resent bitterly their making any wage adjustment?

A. I don't recall any such language.

Q. I mean by that, the Hammond Times making any wage adjustment?

A. Only in effect that they were fearful of reprisals, and that is the only manner in which he might have expressed something like that.

Q. Did Mr. Harrigan report back with respect to the request for a wage increase?

A. No. I reiterated again that the matter could be settled by the payment of the wage increase adopted by the union, and Mr. Harrigan did not answer emphatically one way or the other. [2211] He indicated that he would have to take the matter up with the publisher again.

Q. Did he ask you during the course of that meeting if you were ready to negotiate a new agreement?

A. No, he didn't.

Q. Or did you refuse during the course of that meeting to negotiate an agreement?

A. No. We covered approximately the same ground that was covered during the third meeting relative to the possibility of an individual agreement with the Hammond Times. I told him at that meeting again that I didn't see anything that would stand in the way of an individual agreement should the union agree that one could be arrived at, and I said that I didn't think that the union would object to fitting certain conditions predicated on the Hammond situation with regard to the result that might be obtained through negotiations with the Chicago Newspaper Publishers Association.

Q. Did that end the meeting then?

A. That about concluded the meeting.

A. Did you receive a letter from Mr. Harrigan subsequent to that meeting?

A. I believe I did, on December 7th. I believe I received a letter from Mr. Harrigan.

Q. Do you recall what that letter said?

A. Mr. Harrigan referred to the night letter that was sent [2212] to him on the night of November 24th, which he received November 25th, and he also referred to two meetings that were held on December 3d and December 5th, and in the last paragraph, if I can remember correctly he indicated that the Hammond Times management desired to enter into negotiations for agreement covering wages, hours and conditions of employment.

Q. What reply if any did you make to that letter?

A. I called Mr. Harrigan by phone and arranged a meeting to discuss his request.

Q. And when was that meeting held, do you recall?

A. On December 12th, if I am—yes, December 12th.

Q. What occurred at the meeting of December 12th?

A. I told Mr. Harrigan that in response to the request of the Hammond Times management that I in behalf of the union would offer to negotiate conditions of employment, and I handed him a copy, a printed copy, containing in full, conditions of employment.

Q. You mean by that filled out?

A. Filled out completely, yes. And Mr. Harrigan rejected them after a few moments, just glancing at them, and he indicated that the Hammond Times management wanted to negotiate for a contract. And so I handed him

Form P-6(a) and told him to substitute that form of agreement for the first part contained in conditions, of employment, and that the other provisions and the provisions of P-6(a) and the provisions of conditions [2213] of employment would form a part of an agreement that we would propose, and we would agree upon if they would agree, and we would sign it.

I also indicated that the provisions of P-6(a) and the wages, hours and other conditions of employment were subject to negotiations, and I would like to enter into negotiations on that basis.

After a few moments why, Mr. Harrigan rejected the agreement form.

Q. Was there any discussion of a counter-proposal?

A. I then requested Mr. Harrigan to submit the counter-proposal containing wages, hours and conditions of employment, such as the management desired, and he replied that the management would be glad to do so.

Q. During the course of that meeting did you make any statement that Form P-6(a) or Conditions of Employment were the only things you would sign?

A. No, I told him that these were two proposals of the union and in all fairness, that we had submitted two proposals in writing, that in all fairness we ought to get a counter-proposal from the management.

Q. Did you make any statement during the course of that meeting that a new agreement with the Hammond Times was out of the question?

A. That a new agreement?

[2214] Q. Yes.

A. No. The meeting was held for the purpose of trying to arrive at an agreement so a statement like that on my part would certainly have been just gratuitous and wouldn't have meant anything.

Q. Was that the end of that meeting, then?

A. Yes.

Q. At any time after that meeting did you receive the counter-proposal which Mr. Harrigan promised to give you?

A. No.

Q. Now, when did you next meet with Mr. Harrigan?

A. The next time I met with Mr. Harrigan was on January 26th, I believe.

Q. And could you tell us what happened at that meeting?

A. The meeting was arranged by Mr. Coombes, an executive of one of the labor organizations in Hammond, and Mr. Coombes opened the meeting by indicating that he had arranged the meeting, had called both Mr. Harrigan and myself and we both agreed to meet for the purpose of trying to arrange a settlement of the difficulties between the Hammond Times and the Typographical Union. He said that he hoped that something in the way of a settlement could come out of the meeting, and then he asked both parties whether or not they desired that he remain in the meeting or not, and we both agreed that it would be all right for him to stay.

[2215] So then Mr. Harrigan asked if there were any other proposals that the union had to make, and I replied that we had made two proposals to the Hammond Times management and had awaited a counter-proposal and we had not received any, and felt that it was up to the management to offer us a counter-proposal in view of the fact that they desired an agreement.

So Mr. Harrigan started discussing Conditions of Employment, he read the preamble and asked questions about it, and I answered him, and then we went through all the sections of P-6(a) and I explained the union's point of view so far as all the provisions contained in P-6(a).

After discussions on both Conditions of Employment and P-6(a) then I requested Mr. Harrigan to submit a counter-proposal. He indicated that he could submit a counter-proposal tomorrow morning if we would first agree to sign a contract for a year. And I then told him that if the Hammond Times management wanted a contract for any year to contain whatever terms they desired in a complete counter-proposal, and Mr. Harrigan said that he wouldn't submit a counter-proposal unless and until we first agreed to a one-year contract.

So that about concluded the discussions on that point, and then Mr. Harrigan indicated that the position of the Hammond Times management was this: that unless our men returned to work on the following day, that even if the union had arrived at a settlement with the Chicago publishers, it would [2216] not be placed into effect in the Hammond Times, and the men won't go back to work unless and until the union signed a one-year agreement on the terms that the Hammond Times management wanted, and as Mr. Rhodes indicated I asked the question

twice after that in order to get Mr. Harrigan's position clear, and he repeated that that was the position of the Hammond Times management, that he also indicated that the men would never go back to work unless the union agreed to a one-year contract on terms that they felt they should have.

Q. When you say "they" you mean who?

A. The Hammond Times management.

Q. In the course of that meeting did you make any statement that the only agreement you were prepared to sign was Conditions of Employment of Form P-6(a)?

A. At that particular time, yes, I indicated that we had made the two proposals and that we expected a counter-proposal from the Hammond management, and if it was acceptable to us, and we could sign it, we would.

Q. At that meeting did you say that you would not sign a separate agreement with the Hammond Times?

A. No, our meeting there was for the purpose of trying to arrive at an agreement. If we weren't willing to sign an agreement individually with the Hammond Times, why, we wouldn't have been meeting there.

Q. During the course of that meeting did Mr. Harrigan ask [2217] whether or not you would be willing to sign an agreement if he gave you the $14.00 and $14.50?

A. Well, the way Mr. Harrigan put it was, suppose we offered you $14.50 and $15.00, would you sign a one-year contract. And I indicated to him that if that was one of the proposals that the Hammond Times management wanted to make, to contain it in a complete proposal. That is the answer I gave to him.

Q. Subsequent to that meeting have you at any time received any counter-proposal from the Hammond Times?

A. Never at any time have we received anything in the way of a counter-proposal from the management of the Hammond Times.

* * *

[2221] * * * Mr. Sinsheimer: I have, first, one stipulation with Mr. Van Arkel. That all of the employees in the composing room of the Hammond Times were on August 22d and have continued to be members of Chicago Typographical Union No. 16, a subordinate local union of the International Typographical Union.

Mr. Van Arkel: Is this on the appropriate unit?

Mr. Sinsheimer: No, this is—

Mr. Van Arkel: Majority. What do you claim to be the appropriate unit? I will stipulate to that. What do

you claim to be the appropriate unit at the Hammond Times?

Mr. Sinsheimer: At the Hammond Times?

Mr. Van Arkel: Yes.

Mr. Sinsheimer: I do not think it is necessary for us to take a position, but if we did, I think it would be the Hammond Times.

[2222] Mr. Van Arkel: Do you include the foremen?

Mr. Sinsheimer: With respect to the foreman, of course, it is necessary to exclude him in connection with the Taft-Hartley Act, as I believe you are well aware; that foreman may not be in the unit if he is a supervisor. If he is not a supervisor, that is another matter. I do not think it is necessary to determine here whether he is a supervisor within the meaning of the act or not.

* * * *

Mr. Sinsheimer: I make the same stipulation with respect [2223] to the employees covered by the 1947 contract which is in evidence with respect to the South Bend newspapers except for those employees who would necessarily be excluded, that is, for those persons who would be excluded by the operation of law, such as supervisor or guard and production employees.

Mr. Van Arkel: Do you claim that the union can not represent the foremen?

Mr. Sinsheimer: I do not claim that they cannot represent the foreman, Mr. Van Arkel. I merely claim that the foremen, if they are supervisors within the meaning of the act, would have to be excluded from a bargaining unit of employees who are found as employees within the meaning of the act.

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[2225] * * * Trial Examiner Leff: You are complaining that there is a violation in favor of Section 8(b)1-B. Now, I should like to know whether it is your contention that the mere fact that the union here asks to represent foremen who are supervisory employees constitutes a violation of that section?

Mr. Sinsheimer: Well, if the union demands that these foremen who are supervisory employees and who represent management be members of the union and subject to all the laws of the union now in effect, I think that that would be a violation.

Mr. Van Arkel: Even where the employer is willing to do that voluntarily?

Mr. Sinsheimer: I said if they demand. If the employees themselves make the proposal, it is somewhat a different question, I think. The question is one of emphasis on whether the [2226] union is demanding it against the will of the employer.

Trial Examiner Leff: Well, that is exactly what I would like to know. Suppose you have a situation where the union submits a demand submits a demand asking to be permitted to represent foremen and fixing wage scales for foremen and so forth, and the employer does not resist that demand, is it your contention that by making that demand the union is restraining and coercing employees in the selection of representatives for purposes of collective bargaining within the meaning of Section 8(b)1-B?

Mr. Sinsheimer: I would say this. That I do not think that the mere discussion of the matter is restraining and coercing the employer. I would say that the insistence on that—

Trial Examiner Leff: Well, where does a demand merge into insistence? Must there be some economic pressure and resistance by an employer, or is it sufficient if the employer merely presents a contract, let us say, which includes foremen within the unit? I am not clear on your position.

Mr. Sinsheimer: Our position will be that it involves an insistence on either a contract or proposal that includes such provision.

Trial Examiner Leff: The statute uses the words restrain and coercion.

Mr. Sinsheimer: That is right.

Trial Examiner Leff: Do you think those words should be [2227] defined as restraint or coercion might be defined in the dictionary, as implying the overpowering of the will of the employer, in other words, more than a demand, it is the exertion of pressure which would overcome the nomal desire of the employer and make him submit to something that he ordinarily would not willingly do.

Mr. Sinsheimer: I think that you could say it was either the exertion of pressure or a form of insistence or demand which went beyond a mere request. I do not think it is a type of issue that you can resolve categorically. I think it depends on the factual situation.

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[2228] * * * Trial Examiner Leff: Am I to infer from that that it is your contention that before we can start applying this section there must be some evidence to indicate that the employer is resisting that particular demand?

Mr. Sinsheimer: or doesn't want the demand. I think that is true. I think if the employer himself simply makes the proposal or says I will give you the old contract which has the union foremen in, that that by itself is not restraint or coercion.

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[2230] * * * Mr. Van Arkel: Well, I will stipulate that all of these people including the foremen were union members. I returned to the point I repeatedly made, Mr. Examiner, that I think I am entitled to know for the purpose of this case in each particular local situation what the unit is that Mr. Sinsheimer [2231] claims to be appropriate.

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[2232] * * * Trial Examiner Leff: Well, can we settle the point that is at issue now in this matter? Mr. Sinsheimer can state for the record that he contends, or the general counsel contends that the appropriate unit consists of all composing room employees in the Hammond Times, let us say, excluding supervisory employees, that is, employees who are within the supervisory definition of the act.

You contend, you state for the record that you contend that the appropriate unit consists of the composing room employees and the foreman, and you both stipulate that in whichever unit is found appropiate by the Board the union represents a majority of the employees.

[2233] Mr. Sinsheimer: Represents all of the persons. I believe Mr. Van Arkel will agree to that.

Trial Examiner Leff: He will agree that they represent all of the employees in either of these two units.

Mr. Sinsheimer: Or rather that they are all members of the union is the way he prefers to put it. Is that right?

Mr. Van Arkel: I will stipulate that all of the composing room employees in these newspapers and all the foremen are union members.

Trial Examiner Leff: Very well. Does that satisfy you?

Mr. Sinsheimer: That is satisfactory.

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